
Susan Flannigan v. Vulcan Power Group, LLC, Ajax Capital, LLC,
Ford F. Graham, Kevin C. Davis and Vulcan Capital, LLC

Civil Action No. 09-CV-8473 (BSJ) (FM)

Documents Filed Electronically

Exhibit A

to the Declaration of David R. Forrey in Opposition to Plaintiff's
Motion for Summary Judgment

1

2 UNITED STATES DISTRICT COURT

3 SOUTHERN DISTRICT OF NEW YORK

4 -----X

5 SUSAN FLANAGAN,

6 Plaintiffs,

7 -against-

8 Docket No. 09 Civ. 8473

9 VULCAN POWER GROUP, L.L.C.,

10 AJAX CAPITAL, L.L.C.,

11 FORD F. GRAHAM and KEVIN C. DAVIS,

12 Defendants.

13 -----X

14 875 Third Avenue

15 New York, New York

16

17 July 7, 2011

18 1:00 P.M.

19

20 DEPOSITION of FORD F. GRAHAM,

21 pursuant to Federal Rules of Civil

22 Procedure, held at the above-mentioned time

23 and place before ROBERT J. POLLACK, a Notary

24 Public of the State of New York.

25

1

2 A P P E A R A N C E S:

3

4 STADTMAUER & ASSOCIATES

5 Attorney for Plaintiffs

6 230 Park Avenue, Suite 2525

7 New York, New York 10169

8 BY: MARC A. STADTMAUER, ESQ.

9

10 LEWIS & FORREY

11 Attorney for Defendant Graham

12 34 Chambers Street

13 Princeton, New York 08542

14 BY: DAVID R. FORREY, ESQ.

15

16

17

18

19

20

21

22

23

24

25

1

2 IT IS HEREBY STIPULATED AND AGREED by
3 and among counsel for the respective parties
4 hereto, that the filing, sealing and
5 certification of the within deposition shall
6 be and the same hereby waived;

7 IT IS FURTHER STIPULATED AND AGREED
8 that all objections, except to the form of
9 the question, shall be reserved to the time
10 of the trial;

11 IT IS FURTHER STIPULATED AND AGREED
12 that the within deposition may be signed
13 before any Notary Public with the same force
14 and effect as signed and sworn to by the
15 Court.

16

17

18

19

20

21

22

23

24

25

1 F. Graham

2 EXAMINATION BY

3 MR. STADMAUER:

4 Q. Please state your name for the
5 record?

6 A. Ford Gramm.

7 Q. What is your address?

8 A. 75 Rockefeller Plaza, 18th floor,
9 New York, New York 10019.

10 MR. STADTMAUER: The time is now
11 1 o'clock. We had started this
12 deposition about 10:30 this morning.
13 Unfortunately, we only got about 10
14 minutes into it because of a technical
15 problem with the reporter's machine.
16 So I am afraid we are going to have to
17 start over from scratch.

18 One thing I did forget to mention
19 this morning is that I sent Mr. Forrey,
20 defense counsel, a letter dated June
21 30, 2011, detailing some of the
22 documents that we requested that have
23 not been made available for us. So
24 since those documents are still
25 outstanding, we are not going to be

1 F. Graham

2 able to complete today, but we will get
3 as far as we can.

4 Okay. Good afternoon,

5 Mr. Graham. I am Mark Stadtmauer. I
6 represent Susan Flanagan. I am going
7 to ask you some questions. If you
8 don't understand anything, please let
9 me know, and I will be glad to
10 rephrase. Fair enough?

11 THE WITNESS: Fair enough.

12 F O R D G R A H A M, having first been
13 duly sworn by a Notary Public of the State
14 of New York, was examined and testified as
15 follows:

16 EXAMINATION BY

17 MR. STADTMAUER:

18 Q. Mr. Graham, that address that you
19 just gave, 75 Rockefeller Plaza, that is a
20 temporary office, is that correct?

21 A. Yes, that is correct.

22 Q. The former office was 150 East
23 52nd Street?

24 A. Correct.

25 Q. This morning, I asked if you were

1 F. Graham

2 evicted from 150 East 52nd Street. Do you
3 recall that?

4 A. No. No, that is not what you
5 asked.

6 Q. Sorry. Were you evicted from 150
7 East 52nd Street?

8 A. I don't know if we were evicted
9 or not. I know that after discussions with
10 the landlord, we decided that we were not
11 going to take another five year lease, and
12 we left that particular space after agreeing
13 to a monetary settlement. So I don't know
14 how you would exactly determine that. I
15 think it was a settlement between the two
16 parties.

17 Q. Do you recall that there was a
18 judgement of possession granted in favor of
19 the landlord?

20 A. I do not recall that there was a
21 judgement of possession in favor of the
22 landlord.

23 MR. STADTMAUER: Let's mark this
24 as Exhibit One.

25 (Decision and judgement was

1 F. Graham

2 marked as Plaintiff's Exhibit One for
3 identification; 7-7-2011; RJP.)

4 Q. Mr. Graham, I am showing you what
5 has been marked as Plaintiff's Exhibit One
6 for identification. It is a decision and
7 judgement entered on January 28, 2011 in the
8 civil court in Manhattan.

9 Does that refresh your
10 recollection as to whether a judgement of
11 possession was granted in favor of the
12 landlord against Vulcan Capital Management
13 about six months ago?

14 A. No, I have not seen this
15 document.

16 Q. You have never seen this
17 document?

18 A. I have not seen this document.

19 Q. Certainly you recall that there
20 is a judgement entered against you
21 personally in favor of the landlord for
22 about \$250,000 about two weeks ago, right?

23 A. No, I am not aware of that. I
24 have not been served nor have I been given
25 notice of any such judgement.

1 F. Graham

2 MR. STADTMAUER: Let's show you
3 a copy of it. Let's mark this as
4 Exhibit Two.

5 (A judgement after inquest was.
6 Marked as Plaintiff's Exhibit Two
7 for identification; 7-7-2011;
8 RJP.)

9 Q. I am showing you what has been
10 marked as Exhibit Two, which is a judgement
11 after inquest dated June 20, 2011. I call
12 your attention to the part here where it
13 says judgement against defendant Ford F.
14 Graham, who resides at 260 Prospect Avenue,
15 Princeton, New Jersey 08540. Is that you,
16 sir?

17 A. That is my address. I will say
18 it one more time. I have not seen this
19 before, nor am I aware of it, nor was I
20 served with nor was I aware of it. We would
21 have certainly been at the courthouse to
22 oppose this had I known about it.

23 Q. Now you know about it. On the
24 second page, there is a total of about
25 \$255,000 which you owe, according to the

1 F. Graham

2 judge in that case. About \$226,000 of it is
3 for outstanding rent. Do you see that?

4 A. I see what it says on the paper.

5 Q. You told me earlier about there
6 being a monetary settlement with landlord
7 and all that. That wasn't exactly really
8 totally true, was it?

9 A. It was true. We came to what I
10 thought was an agreement with the lawyers,
11 and it is not a law firm that I recognize
12 here, but when we finish with this, I will
13 find out what this is about. This is the
14 first I have seen this.

15 MR. STADTMAUER: Let me just
16 remind you that you are under oath here
17 today.

18 MR. FORREY: Objection. I
19 think he was sworn. Marc, stop with
20 that. He answered the question. Move
21 on. Don't try to say that you are
22 trying to play this under oath type
23 stuff. He knows he is under oath. He
24 was sworn.

25 MR. STADTMAUER: Okay.

1 F. Graham

2 MR. FORREY: If you want to ask
3 him a question, ask him a question.

4 MR. STADTMAUER: Okay, good. So
5 it is stipulated that the witness has
6 been advised that failing to tell the
7 truth in a deposition is a crime in New
8 York.

9 MR. FORREY: Objection. You are
10 giving a legal statement to that
11 effect. You have said it. We are not
12 saying you are right or wrong or
13 anything else.

14 Q. Besides this judgement, Exhibit
15 Two, that is not the only judgement against
16 you, is it?

17 A. No, I believe there is one other.

18 Q. That would be in Texas?

19 A. That would be in Texas.

20 Q. That is a multi million dollar
21 judgement?

22 A. It is an approximately \$8,000,000
23 judgement.

24 Q. That includes a substantial
25 amount for punitive damages, correct?

1 F. Graham

2 A. It includes a substantial amount
3 for damages, although I don't believe the
4 word was punitive. I believe they used it
5 as additional charges, but I would have to
6 read the exact transcript to know exactly
7 how the jury defined it.

8 Q. Exemplary damages --

9 A. I think that was the term they
10 used, thank you.

11 Q. That was as a result of the jury
12 having found you liable for fraud; is that
13 correct?

14 A. I don't think the jury actually
15 found us liable for fraud. So I believe you
16 have misstated it. I believe the jury found
17 us liable that we owed the plaintiffs in
18 that case, a series of payments.

19 MR. STADTMAUER: Let's see what
20 the jury actually said. Let's mark
21 this as Exhibit Three, please.

22 (A verdict was marked as
23 Plaintiff's Exhibit Three for
24 identification; 7-7-2011; RJP.)

25 THE WITNESS: I have looked at

1 F. Graham

2 Exhibit Three.

3 Q. I am showing you what has been
4 marked as Plaintiff's Exhibit Three. It is
5 a verdict upon special interrogatories dated
6 February 18, 2010, which was entered in the
7 U.S. District Court in Texas. You have seen
8 this document before, I am sure, right?

9 A. I have seen this document before.

10 Q. You see that the jury found, for
11 example at the bottom of page three, that
12 you made false promises or a false promise
13 to plaintiffs in that case with actual
14 awareness of the falsity thereof. Do you
15 see that?

16 A. I see that the jury responded to
17 interrogatory number seven in the
18 affirmative.

19 Q. So the jury found that you lied;
20 is that right?

21 MR. FORREY: Objection. Go
22 ahead.

23 A. No. The jury incorrectly found in
24 this particular case that I made a false
25 promise with the actual awareness of a

1 F. Graham

2 falsity. I don't believe the word fraud and
3 I don't believe the word lie was used in
4 either one of those two definitions.

5 Q. The jury found on page one, for
6 example, that you made a promise of future
7 performance with the intent at the time the
8 promise was made not to perform as promised;
9 is that correct?

10 A. That is what that the jury found.

11 Q. Basically, what the jury found
12 was that you entered into a settlement with
13 no intention of paying the money; is that
14 right?

15 A. I'm not sure I would characterize
16 it in that regard, no.

17 Q. How would you characterize it?

18 A. I would characterize it that the
19 jury found in the affirmative in these seven
20 interrogatories. I firmly believe that the
21 jury was incorrect, and that the evidence
22 will show that, and that the appeal which is
23 up in the Fifth Circuit will overrule this
24 because it is in violation of Texas law, and
25 a number of statutes. I believe you are

1 F. Graham

2 aware of that as well.

3 MR. STADTMAUER: I wish you lots
4 of luck on the appeal.

5 THE WITNESS: I am sure you do.

6 Q. As of today, it is fair to say
7 that the jury found that you had said things
8 that weren't true?

9 A. I will say this again. You have
10 characterized it differently than what is
11 stated here. You have asked this question
12 once, and I have answered it already.

13 Q. So you are refusing to answer the
14 question?

15 MR. FORREY: No, I think --

16 A. No, I answered it already.

17 Q. Do you have any intention of
18 paying the judgement that is entered against
19 you to the landlord, part of 52?

20 A. Since I am unaware of this, I
21 can't state whether I intend to do anything
22 because I don't know the facts of this.
23 This is the first time that I have ever seen
24 this. I have neither been served, nor was I
25 aware this case was happening, nor was I

1 F. Graham

2 aware that this court date happened. So I
3 have no way to answer that question.

4 Q. You were not at that inquest that
5 happened at --

6 (Off the record due to several speakers
7 simultaneously)

8 A. Neither me nor any of my lawyers
9 were at that inquest. We were not given
10 notice of that inquest.

11 Q. Do you have any intention of
12 paying the \$8 or so million dollars that you
13 owe Daniel O'Hare and Michael Stewart?

14 A. I have every intent to honor my
15 obligations to Mr. O'Hare and Mr. Stewart
16 when that case is finalized.

17 Q. What about Susan Flanagan? She
18 has a judgement against a couple of your
19 companies; is that correct?

20 A. No, not the way you have stated
21 the question, sir.

22 Q. Susan Flanagan had a judgement
23 against Vulcan Capital Management?

24 A. That is correct.

25 Q. Is that a company you are

1 F. Graham

2 associated with?

3 A. It is. It is not my company as
4 you asserted to in the original question.

5 Q. Is there any intention to pay
6 Susan the half million dollars or so that
7 she is owed on under that judgement?

8 A. I think the answer is Susan will
9 receive everything she is due from the
10 entities that have an agreement with her.

11 I disagree with certain of the
12 legal findings so far, but that case is
13 long -- we still have a long way to go with
14 that case. The principal reason why Susan
15 has not been paid by those companies is your
16 fault, and you are well aware of that.

17 Q. My fault?

18 A. Absolutely. We asked you for
19 more time to finish off paying them. You
20 prevented us, from giving us the time that
21 we needed to pay that. When I say "we," I
22 am talking about those companies only.

23 Your actions thereof, when you
24 grabbed our bank accounts and tried to make
25 mischief with other of our businesses, you

1 F. Graham

2 caused several of our contracts to
3 disappear. Contracts were by the guys who
4 had signed them, they effectively went away.
5 Therefore, you caused those companies to
6 cease to have business. By doing so, you
7 caused our inability in those companies to
8 fulfill our obligation, those companies'
9 obligation to her.

10 You can smile and shake your
11 head, but you know what you did. You are
12 principally the reason why we are sitting
13 here today. If you had given us the time,
14 those contracts would have been fulfilled,
15 and she would have been paid by those
16 companies.

17 Q. Okay. What contracts?

18 A. We had a contract with a firm in
19 Greece to install a power and a fertilizer
20 system.

21 When I say "we," I mean Vulcan
22 AMPS and Vulcan Power Group.

23 Q. Vulcan Power Group and Vulcan
24 AMPS had a contract with a firm in Greece?

25 A. Yes, sir.

1 F. Graham

2 Q. Any other contracts?

3 A. I believe we had a contract that
4 was pending in Bangladesh.

5 Q. Any other contracts?

6 A. We were in the process of
7 negotiating a contract with -- I don't
8 remember the name of the firm. Yes, there
9 were. I would have to go back and review
10 the records. I don't remember the names of
11 the firm. We are talking several years ago.

12 Q. Several years ago?

13 A. The Susan Flanagan litigation has
14 been over five years in passing, no?

15 Q. That is not my recollection.

16 A. When did Susan sue me, sue us,
17 originally?

18 Q. When you say contracts --

19 A. When did Susan sue us originally?

20 Q. I will ask the questions here.

21 A. I believe it was several years.

22 Q. The judgement was entered in
23 2009. Do you recall that?

24 A. No, I don't recall the exact
25 date. That is why I asked you. So 2009 to

1 F. Graham

2 2011 would be several years. So I was
3 correct in my original assessment. Thank
4 you.

5 Q. The contracts that disappeared,
6 there was one from the firm in Greece, one
7 in Bangladesh, and there was a third?

8 A. I don't remember the name of the
9 firm. I will have go back and look.

10 Q. Was there any others besides
11 those three?

12 A. I am sure there were others in
13 formation.

14 Q. Okay. The firm in Greece, what
15 was the name of the firm?

16 A. I think it was called Agra
17 Dynamics.

18 Q. When did you enter into that
19 contract?

20 A. I don't recall off the top of my
21 head. I know it had been entered into prior
22 to your trying to seize our bank accounts,
23 or seizing our bank accounts. Seizing those
24 companies' bank accounts. Let's be specific
25 about what "our" is.

1 F. Graham

2 Q. How much was the contract for?

3 A. I believe that contract was a
4 \$6,000,000 contract, but again I would have
5 to go back and look.

6 Q. For the sale of what?

7 A. It was for the building and sale
8 of a power facility that was to be attached
9 to a fertilizer facility.

10 Q. You said that contract went away?

11 A. It was cancelled.

12 Q. When?

13 A. Not too long after you tried to
14 seize our bank accounts.

15 Q. When was it cancelled?

16 A. I don't remember the exact date.
17 I would have to go back and look.

18 Q. Do you have records?

19 A. I am sure I have records of that.
20 We presented all of the records to you
21 several times. I am sure it is buried in
22 the records.

23 RQ MR. STADTMAUER: We call for
24 production of a copy of the Agra
25 Dynamics contract, and any

1 F. Graham

2 documents cancelling it.

3 Q. There was a contract with a firm
4 in Bangladesh?

5 A. Yes.

6 Q. What was that for?

7 A. For the building of several
8 mobile power systems.

9 Q. Amp Systems or GE?

10 A. I don't recall.

11 Q. How much was that contract for?

12 A. I think that contract was in the
13 \$20,000,000 range.

14 Q. When was that entered into?

15 A. I don't recall the exact date.

16 Q. When was it cancelled?

17 A. Shortly after you seized our bank
18 accounts.

19 Q. The third one whose name you
20 can't remember, what was that contract for?

21 A. I think that was for a power
22 facility to be set in a mine in Utah
23 somewhere, but I would have to go back and
24 look. It may have been a smelter, but I
25 don't remember.

1 F. Graham

2 Q. How much was that for?

3 A. I don't recall.

4 Q. When was that entered into?

5 A. Before you seized our accounts.

6 When did you seize our accounts?

7 Q. When was it entered into?

8 A. I don't recall. I just said

9 that.

10 Q. When was it cancelled?

11 A. After you seized our accounts.

12 Q. This office at 75 Rockefeller,

13 when did you move in?

14 A. Approximately three months ago.

15 Q. Do you have an intention to leave

16 that office?

17 A. As soon as our permanent offices

18 are complete.

19 Q. Where is that?

20 A. Where is what?

21 Q. The permanent offices.

22 A. I think in Penn Plaza. It is

23 either Two Penn Plaza or One Penn Plaza.

24 Our CFO has taken care of all those

25 arrangements.

1 F. Graham

2 Q. Is that Mark Antwiel?

3 A. Yes.

4 Q. One or Two Penn Plaza. You don't
5 remember which one?

6 A. No.

7 Q. Do you know the street?

8 A. It is on Sixth Avenue.

9 Q. And?

10 A. One Penn Plaza, everybody
11 knows -- One Penn Plaza. One Penn Plaza is
12 I believe sitting on top of Madison Square
13 Garden, and Two is right beside it. So no,
14 I don't know the exact street. Madison
15 Square Garden between 33rd and 35th.
16 Between Sixth and Seventh. You know -- I'm
17 sure you know where Madison Square Garden
18 is.

19 Q. What floor?

20 A. I don't know. I didn't make the
21 arrangements.

22 Q. Mark Antwiel would know?

23 A. I'm sure Mark would know.

24 Q. When do you expect those offices
25 to be complete?

1 F. Graham

2 A. Some time at the end of this
3 summer, in the beginning of the fall.

4 Q. Who is going to be, what entity
5 is going to be the tenant of record in those
6 offices?

7 A. I think it is Vulcan Capital
8 corporation, but it may be Vulcan Energy
9 Group. I would have to go back and look.

10 Q. How many entities currently share
11 the offices at Seven Rockefeller Plaza?

12 A. I don't know off the top of my
13 head. Are you talking about mailing
14 address?

15 Q. Yes, mailing address.

16 A. I wouldn't know off the top of my
17 head. I would assume it would be all of the
18 Vulcan entities, but I wouldn't be able to
19 tell you without looking. Some of those are
20 not going to be sharing that address any
21 further because they are subject to
22 Mr. Davis' bankruptcy.

23 Q. You are going to stop using those
24 entities?

25 A. I don't use any of those

1 F. Graham

2 entities. I have never used any of

3 Mr. Davis' companies or entities.

4 Q. Your card that you gave us
5 earlier says that you are the managing
6 partner in Vulcan Capital Corporation; is
7 that correct?

8 A. Yes, sir.

9 Q. What is the business of Vulcan
10 Capital Corporation?

11 A. I think you asked this question
12 earlier this morning.

13 Q. That is correct, I did. Please
14 repeat your answer because we have a new
15 reporter here.

16 A. Okay. Vulcan Capital Corporation
17 is a service corporation which fulfills back
18 office obligations; accounting, financial
19 reporting and operational services for a
20 series of holding companies.

21 Q. What are those series of holding
22 companies?

23 A. They are investment companies.

24 Q. What are their names?

25 A. I would not know all of them.

1 F. Graham

2 Q. How many are there?

3 A. Two dozen, maybe.

4 Q. What are their names, the ones
5 you can remember?

6 A. Vulcan Holdings, Vulcan Energy
7 Partners, Vulcan Water Resources, Vulcan
8 Real Estate Partners, Vulcan Energy
9 Solutions, Vulcan Energy Services, Vulcan
10 Capital, Vulcan Associates Three, Vulcan
11 Associates Two. I'm sure there are others,
12 but that is off the top of my head, the best
13 I can do without the records.

14 Q. You mentioned Vulcan Capital. Is
15 Vulcan Capital different from Vulcan Capital
16 Corp?

17 A. Yes, but you know that. You have
18 asked this question in the three
19 depositions.

20 Q. When you said Capital just a few
21 minutes ago, what was the full name of the
22 entity you were referring to?

23 A. Vulcan Capital, LLC as opposed to
24 Vulcan Capital Corporation, LLC.

25 Q. Vulcan Capital Corp provides

1 F. Graham

2 services to Vulcan Capital, LLC? Is that
3 fair to say?

4 A. Yes.

5 Q. Vulcan Capital, LLC is different
6 from Vulcan Capital Corp?

7 A. Yes, sir.

8 Q. When you say Vulcan Capital, LLC,
9 you are referring to Vulcan Capital
10 Management?

11 A. No.

12 Q. That is a third corporation, a
13 third entity with the same, very similar
14 name?

15 A. Remarkably, there are probably
16 over 100 Vulcan companies with similar
17 names. Most of which neither I nor my
18 investors own. So for example Vulcan
19 Materials, which is a publically traded New
20 York Stock Exchange company based in
21 Florida. Or you have Vulcan Capital slash
22 LP, which is Paul Allen's firm on the west
23 coast, another similar name. Or you have
24 Vulcan Power Systems, another similar
25 company owned as a publically traded company

1 F. Graham

2 in California.

3 So your plan, I'm not sure which
4 was -- oh, wait, you were trying to show
5 that we tried to create all these names to
6 hide something. I'm sorry.

7 Q. Who are the principals of Vulcan
8 Capital Corp?

9 A. I'm going to ask you to define
10 what a principal is.

11 Q. Why don't you tell us what that
12 means to you.

13 A. A principal could be an owner, a
14 principal could be an equity investor. A
15 principal could be a manager, a principal
16 could be an officer, a principal could be
17 partner, a principal could be a debt slash
18 mezzanine owner. It could mean many
19 different things. I don't know what you
20 think it means.

21 Q. All right. Let's go through one
22 by one. Who are the owners of Vulcan
23 Capital Corp.?

24 A. A trust.

25 Q. For your children?

1 F. Graham

2 A. Yes.

3 Q. What is the name of the trust?

4 A. Ford Graham Annuity Grantor Trust

5 Number Two.

6 Q. The trustee is your wife?

7 A. That is correct.

8 Q. Who else?

9 A. That's it.

10 Q. I'm sorry. I meant who else is

11 an owner of Vulcan Capital Corp.

12 A. No one.

13 Q. The trust for your kids owns 100

14 percent?

15 A. Yes.

16 Q. Equity investors, are there any

17 equity investors?

18 A. The only equity investor in that

19 particular case was myself. We then put it

20 in trust for my wife and my kids.

21 Q. When is that?

22 A. I do not recall. Well before I

23 met your client.

24 Q. Manager?

25 A. The manager of Vulcan Capital

1 F. Graham

2 Corporation would be Mark Antwiel, would be
3 myself.

4 Q. Officers?

5 A. Would be myself and Mark Antwiel.

6 Q. Partners?

7 A. I think you have myself, Mark
8 Antwiel, Jim Mansfield, Patrick Ryan.

9 Q. Who is Patrick Ryan?

10 A. Patrick Ryan is an employee and
11 partner of Vulcan Capital Corporation.

12 Q. Who is Jim Mansfield?

13 A. Jim Mansfield is an employee and
14 an officer of Vulcan Capital Corporation.

15 Q. He is an officer?

16 A. Yes, sir. No, he is not an
17 officer. He is just a partner, a partner
18 and an employee.

19 Q. What is Jim Mansfield's function?

20 A. He serves as a partner for
21 certain transactions that Vulcan Capital
22 Corporation undertakes. He is a certified
23 accountant. He does a lot of back office
24 work.

25 Q. Mr. Ryan, is he an accountant?

1 F. Graham

2 A. No.

3 Q. What does he do? What is his
4 function?

5 A. His function is to act in the
6 role that takes care of certain business
7 functions that he is responsible for.

8 Q. What are those?

9 A. He deals with clients, he deals
10 with -- liaison between government entities.
11 He deals with any number of back office
12 intermediary activities.

13 Q. Debt mezzanine owner?

14 A. Vulcan Capital Corporation does
15 not have any.

16 Q. What about Vulcan Capital
17 Management?

18 A. Do you mean Vulcan Capital
19 Management, Inc, or Vulcan Capital
20 Management, LLC? Vulcan Capital Management,
21 Inc. is I think is the company you are
22 referring to. However, Vulcan Capital
23 Management, LLC I believe is owned by Paul
24 Allen on the west coast.

25 Q. I think it is fair say that we

1 F. Graham

2 are here to talk about companies that you
3 are involved in, and not Mr. Allen.

4 A. That is fine. So the last
5 deposition, you seemed to think that we were
6 talking about his.

7 Q. The Vulcan Capital Management
8 that you are involved with, what is their
9 business?

10 A. They are a service corporation
11 that runs the back office and accounting and
12 regulatory functions and some service
13 operations functions for a series of
14 investment companies.

15 Q. What investment companies?

16 A. Vulcan AMPS, North Carolina Power
17 Holdings, Vulcan Power Solutions, Vulcan
18 Atlantic, Oxbridge, JP Partners, VJ
19 partners. I think there are others, but I
20 would have to go back and look. But you
21 have asked these questions in at least two
22 other depositions, in past X years that we
23 have been engaging in this.

24 Q. Vulcan AMPS is in bankruptcy?

25 A. Yes, sir.

1 F. Graham

2 Q. NCPH, North Carolina Power

3 Holdings, that is in bankruptcy?

4 A. Not any more. I think it has
5 come out of bankruptcy. I believe that is
6 out of bankruptcy and operating.

7 Q. Oxbridge in bankruptcy?

8 A. I have no idea.

9 Q. Any other --

10 A. I am pretty sure that Oxbridge is
11 not in bankruptcy, actually. I can't
12 confirm that because I am not involved with
13 Oxbridge, but I am pretty sure you are
14 incorrect.

15 Q. Who are the owners of Vulcan
16 Capital Management?

17 A. Kevin Davis, Ford Graham.

18 Q. Actually, Kevin Davis is in
19 bankruptcy, right?

20 A. He is, but he is still an owner.
21 Until the bankruptcy is extinguished, he is
22 still the owner as far as I understand how
23 bankruptcy works.

24 Q. Will the trustee now own his
25 shares?

1 F. Graham

2 A. I don't know the answer to that
3 because I am not a bankruptcy counselor.
4 Perhaps you are.

5 Q. Not yet but I am learning. Is
6 that 50 50, Kevin Davis, 50 50 Ford Graham?

7 A. Yes.

8 Q. Is that you personally or is
9 that --

10 A. Me personally.

11 Q. Equity investor in Vulcan Capital
12 Management?

13 A. Equity investor in Vulcan Capital
14 Management would have been Ford Graham and
15 Kevin Davis.

16 Q. Manager?

17 A. Currently, that was a question?

18 Q. Currently.

19 A. Would be Ford Graham, would be
20 Mark Antwiell, would be Scott Campbell.

21 Q. In 2003, 2004?

22 A. John Bara, Ford Graham, Kevin
23 Davis, Rob Chimel, Marc Solochek, Scott
24 Campbell. I'm sure there are two or three
25 others, but I'm not -- I would have to go

1 F. Graham

2 back and look at our records. In fact, I
3 know there would be others.

4 Q. Officers of Vulcan Capital
5 Management?

6 A. Ford Graham, Kevin Davis, John
7 Bara, Rob Chimel, Marc Solochech.

8 Q. That is currently?

9 A. I thought you were asking about
10 2003. I'm sorry. Currently, the only ones
11 who are currently would be Ford Graham and
12 Mark. I don't know if Mark is currently.
13 Yes, I think Mark is currently. I would
14 have to go back and confirm that though. I
15 can't say with definitiveness.

16 Q. Which Mark?

17 A. I'm sorry, Mark Antwiell. I
18 apologize.

19 Q. Partners of Vulcan Capital
20 Management?

21 A. Currently?

22 Q. Currently.

23 A. Just Ford Graham.

24 Q. In 2003, 2004?

25 A. I would have go back and look. I

1 F. Graham

2 think it would be myself and Kevin. I'm
3 sure that Marc Solochek was on there, but I
4 couldn't confirm at this point.

5 Q. Debt mezzanine owner?

6 A. In 2003, 2004?

7 Q. Yes.

8 A. Bank of America may have been on
9 that in 2003, 2004, but I would have to go
10 back and confirm.

11 Q. Currently?

12 A. No.

13 Q. What about Vulcan Power Group,
14 LLC? What is their business?

15 A. They are a holding company, and
16 an energy operating company.

17 Q. What does it hold?

18 A. It holds the equity of several
19 subsidiary companies, and it holds certain
20 assets.

21 Q. What equity does it hold?

22 A. It holds the equity in Vulcan
23 AMPS, it holds the equity in NCPH. It holds
24 the equity in I believe -- I would have to
25 go back and look at the organization. It

1 F. Graham

2 may be direct holder of Laser Line, Vulcan
3 Laser Line Leasing or maybe Vulcan AMPS is
4 the direct holder. I can't remember off the
5 top of my head.

6 Q. I'm sorry, say that again.

7 A. It may be may the direct owner
8 slash equity holder of Vulcan Laser Line
9 Lease Finance. Or it may be that Vulcan
10 AMPS is the direct holder. I don't know at
11 this moment. I would have to go look at the
12 organizational documents.

13 Q. So you don't know if Vulcan Power
14 Group owns the shares in Vulcan Laser Line,
15 or if Vulcan Power Group owns the shares?

16 A. No, that is not what I said. I
17 don't know -- you weren't listening or you
18 were deliberately trying to obfuscate the
19 particular question. I don't recall whether
20 Vulcan Power Group owns directly the equity
21 in Vulcan Laser Line Leasing, or if Vulcan
22 AMPS, which is owned by Vulcan Power Group,
23 directly owns that equity. At this moment,
24 I would have to go back and look. One of
25 those two parties owns it. I don't remember

1 F. Graham

2 which one of those two parties it is.

3 Q. Okay. Any other equity that
4 Vulcan Power Group owns?

5 A. I don't think so. Those are the
6 major equity holders that it owns.

7 Q. Two out of three of those are in
8 or were in bankruptcy, correct?

9 A. Correct.

10 Q. Did you say operating, Vulcan
11 Power Group does some operating?

12 A. It does some.

13 Q. What does it operate?

14 A. It does some operating for some
15 of the subsidiary companies that were listed
16 there, as well as other affiliated entities
17 that it either oversees or assists in
18 managing funds and operations for.

19 Q. Which is it?

20 A. I just said the subsidiaries.

21 Q. Those three?

22 A. Yes.

23 Q. The ones that are in bankruptcy?

24 A. Or other affiliated entities.

25 Q. Which ones?

1 F. Graham

2 A. Vulcan Energy Solutions, Vulcan
3 Energy Services, Vulcan -- I don't remember
4 if it is Vulcan Power or not. I would have
5 to go back and look.

6 Q. Anything else?

7 A. Not off the top of my head.

8 Q. Owners of Vulcan Power Group?

9 A. Vulcan Power Group is owned by,
10 100 percent by Vulcan Capital, LLC, but you
11 already know this because you asked these
12 questions in at least two other depositions
13 that I read about.

14 Q. Equity investors?

15 A. The equity investors in Vulcan
16 Power Group were Vulcan Capital, Vulcan
17 Holdings. Vulcan Power Group has had a
18 number of equity infusions over the last 10
19 years. So I would have to refresh my memory
20 to be exact.

21 Q. In 2003, for example.

22 A. I would not remember exactly in
23 2003. I would have to go back and refresh
24 my memory. Over the last decade, it has had
25 a number of equity infusions.

1 F. Graham

2 Q. Managers of Vulcan Power Group?

3 A. Today, or --

4 Q. Start in 2003, 2004.

5 A. Jerry Campbell, Ford Graham,

6 Kevin Davis. I believe at some point in

7 2004, you would have had your good friend

8 Mr. Mike Stewart and your other good friend,

9 Mr. Dan O'Hare.

10 Q. Anybody else?

11 A. I believe Scott Campbell, and I

12 believe Marc Solocheck as well.

13 Q. Currently?

14 A. Ford Graham, Mark Antwiel, Scott

15 Campbell, Jerry Campbell.

16 Q. Is Jerry Campbell in bankruptcy?

17 A. I have no idea.

18 Q. Officers of Vulcan Power Group?

19 A. Today?

20 Q. Today.

21 A. Scott Campbell, Ford Graham, Mark

22 Antwiel. Excuse me, Jim Mansfield.

23 Q. Is he an officer?

24 A. Yes. Aliyu Manar.

25 Q. Who is Mr. Manar?

1 F. Graham

2 A. He is an employee and officer of
3 Vulcan Power Group.

4 Q. What is his function?

5 A. To act in the business discovery
6 role for Vulcan Power Group.

7 Q. He is an officer, so what is his
8 title?

9 A. He is vice president.

10 Q. Of?

11 A. Vulcan Power Group.

12 Q. Of sales?

13 A. Vice-president.

14 Q. Just vice president?

15 A. Just vice-president.

16 Q. What is Scott Campbell's title?

17 A. Financial director.

18 Q. What is your title?

19 A. I believe it is president.

20 Q. What is Mr. Antwiel's title?

21 A. Chief financial officer.

22 Q. What is Jim Mansfield's title?

23 A. Vice president.

24 Q. Is there a secretary?

25 A. Do you mean is there a secretary

1 F. Graham

2 of the company?

3 Q. Yes.

4 A. Yes, I believe it is Mark
5 Antwiel, but I would have to go look at the
6 documents to confirm that.

7 Q. Who were the officers in 2003,
8 2004?

9 A. They changed multiple times in
10 2003, 2004.

11 Q. You don't know off the top of
12 your head?

13 A. Jerry Campbell, Scott Campbell,
14 Ford Graham, Kevin Davis, Mike Stewart,
15 O'Hare, first name Dan, Marc Solocheck, Mike
16 Hickman. Two or three other guys whose
17 names escape me.

18 Q. Partners in Vulcan Power Group?

19 A. Give me a date, please.

20 Q. Current.

21 A. Myself.

22 Q. 2003, 2004?

23 A. Ford Graham, Kevin Davis, Jerry
24 Campbell.

25 Q. Debt mezzanine owner?

1 F. Graham

2 A. Give me a time.

3 Q. Current.

4 A. Ford Graham.

5 Q. Vulcan Power Group owes you

6 personally money?

7 A. Absolutely.

8 Q. How much?

9 A. I have no idea. I would have to
10 go look at the accounting, and you have been
11 provided with it.

12 Q. Approximately how much?

13 A. North of \$4 or \$5 million
14 dollars.

15 Q. In 2003, 2004, were there any
16 debt mezzanine owners of Vulcan Power Group?

17 A. Yes, but it varied, it changed.

18 Q. Who are they?

19 A. Well, originally, there was a
20 firm in Denver, and I believe their name is
21 Republic Financial. But they are no longer
22 a part -- they moved out sometime in 2003.
23 Subsequent to that, Vulcan Holdings, Vulcan
24 Capital. I believe Jerry Campbell at one
25 point was a debtor mezzanine holder. Maybe

1 F. Graham

2 Scott, but I would have to go back and look,
3 Scott Campbell.

4 Q. Okay.

5 A. You are asking questions that you
6 asked the first and second time around.
7 This is our fourth or fifth deposition. You
8 are asking a bunch of the same questions.
9 Is your goal to see if we answer them the
10 same way? Could we just say we answered
11 them back then and look, save us both more
12 time wasting of each other's time. Ford,
13 you're done, just answer the question. You
14 have asked the question. I have answered
15 the question.

16 Q. What about Vulcan Advance Mobil
17 Power Systems?

18 A. What about Vulcan Advanced
19 Mobile --

20 Q. Is that currently still in
21 operation, that entity?

22 A. Well, the company still exists.

23 Q. Okay. Does it have any business
24 currently?

25 A. In the legal definition of the

1 F. Graham

2 sense, yes, it is a business. It has been
3 operating.

4 Q. So it operates?

5 A. If it didn't operate, we wouldn't
6 have anything for the trustee to be
7 overseeing in this bankruptcy, would you?
8 I'm not a lawyer, but I would think if you
9 didn't have an operating entity, you
10 couldn't have a company in bankruptcy, could
11 you?

12 Q. It is operating in bankruptcy, is
13 that what you are saying?

14 A. Yes.

15 Q. Owners?

16 A. Well, the owners would probably
17 depend upon whether you definite it as the
18 bankruptcy trustee or not. The owners of
19 Vulcan AMPS are going to be Vulcan Power
20 Group, approximately 88 percent, and Ajax
21 Capital approximately 12 percent.

22 Q. Is that currently or is that
23 2003, 2004?

24 A. That is today.

25 Q. In 2003, 2004 the owners?

1 F. Graham

2 A. I think Vulcan AMPS was similarly
3 owned the same way. So I don't know the
4 exact date of Ajax's investment. So I don't
5 know if Vulcan Power Group was a 100
6 percent owner in 2000, 2004, and whether
7 Ajax came in after that, or doing that time.
8 I would have to go back and look at the
9 accounting records to give you the exact
10 date.

11 Q. Fair enough. The equity
12 investors in Vulcan AMPS?

13 A. The equity investors of Vulcan
14 AMPS would have been Vulcan Power Group.

15 Q. That you are referring to 2003,
16 2004?

17 A. Yes.

18 Q. Currently?

19 A. The same.

20 Q. The managers of Vulcan AMPS?

21 A. The managers of Vulcan AMPS
22 today?

23 Q. Today.

24 A. I believe it would be the
25 trustees.

1 F. Graham

2 Q. In 2003, 2004?

3 A. Managers of Vulcan AMPS would
4 have been Ford Graham, Kevin Davis, Scott
5 Campbell, Jerry Campbell, Marc Solochek, Dan
6 O'Hare, Mike Stewart.

7 Q. Is that it?

8 A. No, I think there were three or
9 four more, but off the top of my head, I
10 couldn't list them all.

11 Q. Officers of Vulcan AMPS today?

12 A. I believe Ford Graham --

13 Q. What is your title?

14 A. And Mark Antwiel.

15 Q. What is your title?

16 A. I am listed as president. Mark
17 is listed as chief financial officer.

18 Q. In 2003, 2004?

19 A. Myself, Kevin Davis, Jerry
20 Campbell, Scott Campbell, John Bara, Marc
21 Solochek, Mike Hickman, Bob Vergo, Mike
22 Stewart, Dan O'Hare. I think that would be,
23 those were the officers.

24 Q. Partners of Vulcan AMPS?

25 A. Vulcan Power Group, Laser Line

1 F. Graham

2 Lease Finance Company, Vulcan Capital.

3 Q. Debt mezzanine owner?

4 A. Today?

5 Q. Today.

6 A. I would have to go through the
7 bankruptcy schedule. I don't know off the
8 top of my head.

9 Q. In 2003, 2004.

10 A. Vulcan Capital, Vulcan Power
11 Group and one of the Campbell family
12 companies, but I don't know which one.
13 Maybe EnGenerations.

14 Q. How much was owed to Vulcan
15 Capital in 2003, 2004?

16 A. Several hundred thousand dollars.

17 Q. How much was owed to Vulcan Power
18 Group in 2003, 2004 by Vulcan AMPS?

19 A. I would have go back and look at
20 the financials, but I think it is north of a
21 million dollars.

22 Q. Would that be in the beginning of
23 2003?

24 A. I have no idea. Come on, that is
25 eight years ago.

1 F. Graham

2 Q. Do you have records?

3 A. Of course. You have been given
4 the records on two or three occasions. If
5 you didn't get them here, you got them from
6 the boys in Texas who gave them to you. You
7 have seen them before. It is not like there
8 are any hidden secrets.

9 RQ MR. STADTMAUER: I don't have
10 any records, and I call for production
11 of records that would show how much, if
12 any, was owed by Vulcan AMPS to Vulcan
13 Power Group in 2003, 2004.

14 Q. What kind of records would you
15 have that would show that?

16 A. The financial records.

17 Q. What kind of financial records?

18 A. The accounting records.

19 Q. Would that be Quick Books
20 records?

21 A. It would be P and L balance
22 sheets, P and L sheets, income sheets,
23 balance sheets.

24 Q. Those documents, excuse me, those
25 records are kept on Quick Books

1 F. Graham

2 electronically; is that correct?

3 A. Correct.

4 Q. Do you have those Quick Book
5 records at your office?

6 A. I don't know if we have those at
7 our office in New York from that time period
8 or not.

9 Q. If they are not in the office,
10 where would they be?

11 A. The could have been in the office
12 in North Carolina, which the bankruptcy
13 court hasn't given me all the records of.
14 You are referring to Vulcan AMPS at this
15 point, correct? Bankruptcy Court has been
16 given all the records in the case of this
17 instance.

18 Q. Which bankruptcy court?

19 A. The bankruptcy, the trustee who
20 is overseeing the particular Vulcan AMPS
21 bankruptcy.

22 Q. Is that Mr. Babbitt?

23 A. I believe that is the trustee,
24 yes.

25 Q. Is it your testimony that you

1 F. Graham

2 have given Mr. Babbitt Quick Books records?

3 A. It is my testimony that we have
4 given him all the records that we have.

5 Q. Have you given Mr. Babbitt Quick
6 Books records or not?

7 A. I don't know what particular. We
8 gave him everything.

9 Q. Did you give --

10 A. I just answered your question.

11 MR. FORREY: Go ahead, finish
12 the question.

13 Q. Did you give Quick Books records
14 to Mr. Babbitt or somebody acting on his
15 behalf?

16 MR. FORREY: Objection, asked
17 and answered. Go ahead.

18 A. I just answered your question.
19 We gave him every record we had of Vulcan
20 AMPS. We also gave him all of the North
21 Carolina records, which were not in our
22 possession, which were in the bank's
23 possession. He has all of those records.

24 Q. What was the form of the
25 documents that you gave Mr. Babbitt? Was it

1 F. Graham

2 electronic, was it in boxes, did you drive a
3 truck to his office? How did you provide
4 those documents?

5 A. I believe we gave him electronic
6 copies of every single record that we had
7 when he requested it, back when the original
8 filings occurred, and he requested all the
9 records.

10 Q. When did you provide records to
11 Mr. Babbitt?

12 A. I have no idea.

13 Q. What year?

14 A. I would assume they were this
15 year. I don't know. I didn't provide the
16 records. My CFO provided all the records.

17 Q. That would be Mr. Antwiel?

18 A. Yes.

19 Q. Would that have been direct from
20 Mr. Antwiel to Mr. Babbitt, or through an
21 attorney of some sort?

22 A. I believe we gave him directly,
23 but I would have to go confirm that.

24 Q. Do you have any records in your
25 office like a transmittal letter or any kind

1 F. Graham

2 of document that would show what documents
3 and records were provided to Mr. Babbitt,
4 and when?

5 A. I have no any idea.

6 RQ MR. STADTMAUER: We call for
7 production of any kind of transmittal
8 letter or any kind of records that
9 would show what documents and records
10 were provided to Mr. Babbitt, and when.

11 Q. If you gave Mr. Babbitt Quick
12 Books records, you would have copies in your
13 office, correct?

14 A. Whatever we gave Mr. Babbitt, to
15 the extent that it came from New York, yes.
16 To the extent it came from North Carolina,
17 no.

18 Q. Where was the Quick Books
19 computer file maintained during --

20 A. Some of the financial records
21 electronically were maintained in North
22 Carolina, and some of them were maintained
23 in New York.

24 Q. There was a server in New York,
25 correct?

1 F. Graham

2 A. There is a server in North
3 Carolina and there is a server in New York.

4 Q. Did you yourself search the
5 server in New York to see what Quick Books
6 records were on there?

7 A. I did not search myself.

8 Q. Did you have anybody on your
9 behalf search the computer in New York to
10 see whether there any Quick Books records on
11 the computer in response to our discovery
12 demand?

13 A. Yes.

14 Q. Who?

15 A. I asked Mark Antwiel search the
16 records.

17 Q. When?

18 A. Whenever you made the discovery
19 request. I have no idea of the date I may
20 have asked him to do it. Certainly after
21 you gave us the request.

22 Q. In October?

23 A. I don't know what day -- one more
24 time. I don't know what day you made the
25 request, so I don't know what day I asked

1 F. Graham

2 him, but within a short period of time, a
3 day or two. When I received notice, we went
4 and got whatever you were asking for.

5 Q. What did Mr. Antwiel say to you
6 in response to your request that he search
7 the New York servers to see if there were
8 Quick Books records in response to our
9 discovery demand in this case?

10 A. I have no way to answer your
11 question, because I don't know what your
12 discovery request was. I don't have it in
13 front of me. Your discovery request, to the
14 extent that there was a discovery request
15 that asked for information, I asked my CFO
16 to please collect that information.

17 Q. Do he get back to you?

18 A. Of course he got back to me.

19 Q. Good. What did he say?

20 A. He said he would do what we asked
21 him to do. But I don't know the exact words
22 or the exact quote.

23 Q. What did he find?

24 A. I have no idea, I have no idea.

25 Q. Did he find out anything?

1 F. Graham

2 A. Since we delivered large amounts
3 of material to you, and we delivered it in
4 several different instances over the last
5 several years, I am going to assume that he
6 delivered a great deal. I know this was the
7 subject of a recent court battle back and
8 forth. I understand that you came to this
9 office here and spent five hours going
10 through documents without asking for a copy
11 of any documents. So I am going to assume
12 that you saw documents that you already had
13 in your possession, which is documents that
14 we provided for you.

15 Q. Did Mr. Antwiell find electronic
16 copies of Quick Books files for Vulcan AMPS
17 for the relevant time period, yes or no?

18 A. I have no idea. I assume he
19 found everything we had, because I asked him
20 to find everything we had.

21 RQ MR. STADTMAUER: We do not have
22 Quick Books records. We have asked for
23 it, and we call for production again of
24 the Quick Books records in electronic
25 form off your server. Is that fair

1 F. Graham

2 enough?

3 THE WITNESS: Fair enough.

4 Q. I see that you are writing in a
5 diary of some sort; is that correct?

6 A. No, it is not a diary.

7 Q. What is it?

8 A. A notebook. I am writing down
9 your list of requests.

10 Q. What do you use that notebook
11 for?

12 A. To remind me to do things.

13 Q. Is that something that you use in
14 your day to day business practice?

15 A. Sometimes yes, sometimes no.

16 Q. For how long have you been using
17 a notebook like that with you, how many
18 years?

19 A. No idea.

20 Q. Did you use a notebook like that
21 in 2003?

22 A. Probably not.

23 Q. When did you first start the
24 practice of using a notebook like that to
25 take notes?

1 F. Graham

2 A. Probably in 2008 or 2009.

3 MR. STADTMAUER: Let's mark your
4 answer in this case as Exhibit Four.

5 (An answer was marked as
6 Plaintiff's Exhibit Four for
7 identification; July 7, 2011;
8 RJP.)

9 Q. I am showing you what has been
10 marked as Plaintiff's Exhibit Four. It is a
11 22 page document entitled answer to second
12 amended complaint with counter claims dated
13 November 3, 2010.

14 A. Yes.

15 Q. Have you seen this document
16 before?

17 A. Yes.

18 Q. You approved of it before it went
19 out, I'm sure, correct?

20 A. I believe so.

21 Q. I just want to call your
22 attention to paragraph 15 of page three.

23 A. Okay.

24 Q. I will call your attention to the
25 portion where it says "but admit that

1 F. Graham

2 plaintiff at some point became employed only
3 by Vulcan AMPS." Do you see that?

4 A. I do indeed.

5 Q. I just wanted to ask you a couple
6 of questions about that.

7 A. The plaintiff would refer to your
8 client?

9 Q. Yes.

10 A. Yes.

11 Q. It is your position that Susan
12 Flanagan became employed by Vulcan AMPS only
13 at some point. What point was that? When
14 did Susan Flanagan, in your view, become
15 employed by Vulcan AMPS only?

16 A. I don't know the day of her exact
17 hire. I would have to go back and look at
18 her employment records.

19 Q. Is it your position --

20 A. I am certain that you have asked
21 this exact question before in one of your
22 previous depositions. So if you have got
23 your previous depositions, we could go
24 through it here and define the exact day.

25 MR. STADTMAUER: Mr. Forrey,

1 F. Graham

2 would you like to speak to --

3 MR. FORREY: I think in ample
4 part, he is fine. He just said he
5 didn't know, but he is sure he answered
6 before. If you want to take it that he
7 doesn't know, he doesn't know. If you
8 have some document, which I know you do
9 have, that you would like to show to
10 him to refresh his recollection, you
11 can do that.

12 MR. STADTMAUER: Let me try to
13 make this simple.

14 MR. FORREY: We have been trying
15 to make it simple, Marc. I don't know
16 why you keep going back.

17 MR. STADTMAUER: Let me rephrase
18 my question. It is not about what I
19 know or what I don't know. I am trying
20 to find out is what is your position.

21 Q. Is it your position, Mr. Graham,
22 that Susan Flanagan only worked for Vulcan
23 AMPS for the whole time that she was working
24 at your offices?

25 A. No.

1 F. Graham

2 Q. Is it your view, is it your
3 position that Ms. Flanagan worked for some
4 other entity or some other person in 2003,
5 2004 in your office?

6 A. We know she did.

7 Q. Tell me what that is.

8 A. She worked for Delta Airlines.

9 Q. Delta Airlines did not operate
10 out of your offices, correct?

11 A. You asked me if she worked for
12 some other entity. The answer is yes. She
13 worked for Delta Airlines, but she worked
14 for Vulcan AMPS.

15 Q. Besides Delta Airlines and Vulcan
16 AMPS, is it your position that she worked
17 for any other entities in 2003, 2004?

18 A. I don't believe she worked for
19 any other entity besides Vulcan AMPS.

20 Q. When she was working at your
21 offices on Third Avenue, for example, she
22 was working Vulcan AMPS only?

23 A. I believe that's correct.

24 Q. When she was working at your
25 offices at 52nd Street, Susan was working

1 F. Graham

2 for Vulcan AMPS only, correct?

3 A. That is correct.

4 Q. At some point, there was \$125,000
5 paid to Susan by you; is that correct?

6 A. I don't recall. If you say so
7 and it is in the records, then I am sure
8 that is correct.

9 Q. Let's call your attention to page
10 five of the answer. Exhibit Four, paragraph
11 27.

12 A. Yes, I see the answer, and so I
13 see it reads that Vulcan AMPS gave the
14 plaintiffs an advance of \$125,000. So that
15 is what she was paid.

16 Q. Susan Flanagan was given
17 \$125,000. That would be by Vulcan AMPS,
18 correct?

19 A. I believe that is correct.

20 Q. Did any other entity pay that
21 money to Susan?

22 A. I don't know.

23 Q. Did you yourself pay that money
24 to Susan personally?

25 A. I don't believe that I wrote a

1 F. Graham

2 check from my bank account to her, no.

3 Q. Only Vulcan AMPS paid that
4 \$125,000, correct?

5 A. I don't know who the paymaster
6 was in that particular event. I know that
7 she was paid \$125,000, and ultimately it was
8 from Vulcan AMPS.

9 MR. STADTMAUER: Let's mark this
10 as Exhibit Five, please.

11 (A payroll register was marked
12 as Plaintiff's Exhibit Five for
13 identification; July 7, 2011;
14 RJP.)

15 Q. I am showing you what has been
16 marked as Plaintiff's Exhibit Five. It is a
17 payroll register covering the period
18 February 9, 2004 to February 27, 2004. In
19 the lower left hand corner, it says Vulcan
20 Advance Mobile Power S. That is Vulcan
21 AMPS, correct?

22 A. Yes, sir.

23 Q. That shows towards the middle,
24 next to the star, second star, do you see
25 that it shows that Vulcan AMPS paid \$125,000

1 F. Graham

2 to Susan Flanagan?

3 A. I see that Vulcan AMPS made two
4 payments to Susan Flanagan. One for \$3,800
5 and one for \$125,000.

6 Q. That is marked as bonus one?

7 A. I see what it is marked as. I
8 have no idea what that pertains to.

9 Q. Besides this \$125,000, did you
10 yourself pay Ms. Flanagan \$125,000?

11 A. I don't believe I paid
12 Ms. Flanagan \$125,000 personally.

13 Q. So why are you suing personally
14 to get \$125,000 back? What right do you
15 have to ask for that money back?

16 A. Why am I personally suing Susan
17 for \$125,000? I don't know if I am -- at
18 the point when we brought the suit, when we
19 originally brought the suit for the original
20 \$125,000, that was in 2009, and I believe
21 Vulcan AMPS still owed us money. I believe
22 that I hold the debt for part of Vulcan
23 AMPS. So I would have to go back and look
24 at the records. But you are aware of this
25 as well. I suspect that I am asking you for

1 F. Graham

2 that money back personally as well as the
3 corporate -- no, I would have go back and
4 look at exactly what the lawsuit reads. If
5 I am asking for it, I suspect I am asking
6 for it because I would like the debts of
7 Vulcan AMPS to be repaid me, and she is part
8 of those debts. But I would have to go back
9 and confirm. I don't know exactly what the
10 exact request we have made of her in that
11 lawsuit are.

12 Q. Did Vulcan Power Group pay
13 \$125,000 to Susan?

14 A. I don't believe that Vulcan Power
15 Group paid \$125,000 directly to Susan. They
16 may have made the money available to Vulcan
17 AMPS.

18 Q. Did they?

19 A. I don't know.

20 Q. Do you have records?

21 A. Of course, but you have those
22 records as well. Accounting records have
23 been turned over.

24 Q. Accounting records have not been
25 turned over.

1 F. Graham

2 A. Okay, we are going to argue back
3 and forth.

4 RQ MR. STADTMAUER: We call for
5 production of whatever records that you
6 have that would show where the \$125,000
7 came from.

8 Q. Why is Vulcan Power Group suing
9 Susan for \$125,000?

10 A. I just answered your question.
11 It may have been that Vulcan Power Group
12 provided the capital. I don't know. I am
13 not looking at the accounting records.

14 Q. To your knowledge.

15 A. Off the top of my head, no, I
16 don't know. I would have to go back and
17 look at all the legal reasons why we
18 directed it and what.

19 Q. Do you recall that there was a
20 transaction between Vulcan AMPS and
21 Washington International also known as
22 Washington Group International in 2003?

23 A. Yes.

24 Q. That was about a \$100,000,000
25 deal, it started out as?

1 F. Graham

2 A. The original contract was
3 approximately \$102,000,000, yes.

4 Q. In October of 2003, you wrote
5 Washington Group International asking them
6 to wire \$22,000,000 into an account at
7 Citibank; is that correct?

8 A. I believe so, but I would have to
9 look at the actual documents, which I am
10 sure you are going to refresh my memory on.

11 MR. STADTMAUER: Let's mark this
12 as Exhibit Six.

13 (Two letters were marked as
14 Plaintiff's Exhibit Six for
15 identification; July 7, 2011;
16 RJP.)

17 Q. I am showing you what has been
18 marked as Exhibit Six. They are two letters
19 dated October 30, 2003 from you to Larry
20 Dinger at Washington Group International.

21 A. Okay.

22 Q. Before we get to that, the deal
23 was between Washington Group International
24 and Vulcan AMPS, correct?

25 A. That is correct.

1 F. Graham

2 Q. Not between Washington Group
3 International and Vulcan Power Group,
4 correct?

5 A. Washington Group was aware that
6 Vulcan Power Group was the parent, and was
7 the operating entity on top of Vulcan AMPS.

8 Q. What I am asking you, and I can
9 show you the purchase order if you don't
10 recall, but the deal was directly between
11 Vulcan AMPS and Washington International?

12 A. That is correct.

13 Q. Calling your attention to Exhibit
14 Six, these are letters that you sent to
15 Mr. Dinger, correct?

16 A. Do not know.

17 Q. Is this a letter that you sent or
18 not?

19 A. I don't know.

20 Q. What do you mean, you don't know?
21 Is that your name at the bottom?

22 A. It is an unsigned letter that you
23 have handed to me. So it is not clear to me
24 that this is a letter that was sent to
25 Mr. Dinger. It is not clear that this is a

1 F. Graham

2 final letter. We have many letters that
3 went back and forth. The answer is I cannot
4 answer your question. I don't know if this
5 was the letter that went to Mr. Dinger.

6 Q. You don't recall sending this
7 letter?

8 A. I don't recall sending this
9 particular letter.

10 Q. Do you recall sending a letter --

11 A. I recall sending many letters.

12 Q. Do you recall sending a letter
13 asking Mr. Dinger to wire the \$22,000,000 to
14 this account number, 41359108 at Citibank?

15 A. I recall sending Mr. Dinger a
16 letter or two or three at many times during
17 the period in 2003, requesting money to be
18 forwarded to the Vulcan Power Group
19 accounts. I do not recall if this was the
20 letter or not. Since you have handed me an
21 unsigned letter, I have no idea.

22 Q. The Vulcan Power Group account
23 would be the one that I just mentioned,
24 right, 41359108, correct?

25 A. I believe that's correct.

1 F. Graham

2 Q. That is not a Vulcan AMPS
3 account?

4 MR. FORREY: If I may clarify,
5 the document speaks for itself. It
6 says it right there, account name. I
7 think that you are misrepresenting what
8 it is. It says here Vulcan Power
9 Group, LLC checking account for the
10 benefit of Vulcan AMPS, LLC. That is
11 what it says.

12 Q. I am asking the Vulcan Power
13 Group account that you were referring to is
14 account number 41359108 at Citibank,
15 correct?

16 A. That is a Vulcan Power Group
17 account at Citibank, correct.

18 Q. In 2003, did Vulcan AMPS have an
19 ownership interest, did it own that account,
20 41359108, at Citibank?

21 A. I'm not sure I understand your
22 question.

23 MR. STADTMAUER: Let's mark
24 this as Exhibit Seven, please.

25 (A statement was marked as

1 F. Graham

2 Plaintiff's Exhibit Seven for
3 identification; July 7, 2011;
4 RJP.)

5 Q. I am showing you what has been
6 marked as Exhibit Seven. It is a two page
7 copy of a bank account at Citibank, account
8 number 41359108. Excuse me. I said bank
9 account. I meant bank statement.

10 A. These would be some of the
11 financial records you claim you don't have?

12 Q. This is something that you and I
13 discussed in July of 2006. This shows the
14 money from, if you flip the page on page
15 two, it shows the money from Washington
16 Group International coming in, about
17 \$22,000,000, correct, in three deposits?

18 A. Yes.

19 Q. This bank account is in the name
20 of Vulcan Power Group, correct?

21 A. That is correct.

22 Q. Is Vulcan AMPS listed anywhere on
23 the bank statement?

24 A. No.

25 Q. Did you instruct Mr. Dinger to

1 F. Graham

2 wire this money into this account?

3 A. I believe I did.

4 Q. Account number 41359108 at

5 Citibank?

6 A. I believe I did.

7 Q. Why did you ask Mr. Dinger to

8 wire the \$22,000,000 into account number

9 41359108 at Citibank?

10 A. I believe there were two or three

11 reasons. The first was Vulcan Power Group

12 had acted in the past, and acted well until

13 Vulcan AMPS' bankruptcy as the paymaster for

14 Vulcan AMPS in many activities, including

15 this.

16 Second, I don't believe Vulcan

17 AMPS had a bank account at Citibank,

18 although I would have to go back and confirm

19 that. I am fairly certain that is the case.

20 Third, because Vulcan Power Group was

21 overseeing many aspects of this particular

22 transaction, including activities at Vulcan

23 AMPS that Vulcan AMPS could not undertake

24 itself, Vulcan Power Group was the

25 appropriate party to be collecting and

1 F. Graham

2 disbursing capital for this particular
3 project.

4 Q. You mentioned bankruptcy. Vulcan
5 AMPS is in bankruptcy, correct?

6 A. Yes.

7 Q. That means, it is fair to say,
8 that Vulcan AMPS is insolvent, correct?

9 A. That is correct.

10 Q. When did Vulcan AMPS become
11 insolvent?

12 A. I believe about the time that we
13 put it into bankruptcy.

14 Q. When was that?

15 A. I don't know the exact date, but
16 I am sure you can refresh my memory.

17 Q. Was Vulcan AMPS insolvent in
18 October and November of 2003?

19 A. No.

20 Q. Did Vulcan AMPS have the
21 financial ability to pay its bills as they
22 came due?

23 A. At what point in time are we
24 talking about?

25 Q. I am talking about October,

1 F. Graham

2 November, 2003.

3 A. It depends on what bills.

4 Certain bills yes, certain bills no.

5 Q. What bills did Vulcan AMPS not
6 have the ability to pay?

7 A. Couldn't pay any insurance or
8 bonding bills.

9 Q. Sorry?

10 A. It could not pay any insurance or
11 bonding bills.

12 Q. What else?

13 A. It couldn't have taken care of
14 any letters of credit.

15 Q. What else?

16 A. I don't know whether or not it
17 was capable of getting fully funded
18 Workman's Comp or whether it had to get
19 single year Workman's Comp, and I believe it
20 couldn't get D/B/A insurance.

21 Q. What other bills could Vulcan
22 AMPS not pay in October, November 2003?

23 A. You are misstating this. It is
24 not what bills. It is what bills would they
25 not have been able to have paid had they

1 F. Graham

2 entered into those transactions.

3 Q. Okay. What other bills?

4 A. Because they wouldn't have been
5 capable of getting that insurance.

6 Therefore, no amount of money would have
7 allowed them to pay that bill. So you are
8 mischaracterizing what I have just said.

9 Q. What other bills?

10 A. There were no outstanding bills
11 that they didn't pay. It is what, your
12 original question is what would they not
13 have been able to have paid. So I gave you
14 a list of several things that had they
15 entered into, they wouldn't have been able
16 to properly pay.

17 Q. Vulcan AMPS was sued for
18 nonpayment of insurance, correct?

19 A. I have no idea. What date,
20 refresh me when were supposed to have --
21 you have to remember that Vulcan AMPS was
22 acquired out of the Enron bankruptcy, and it
23 was not subject to the bankruptcy. It was a
24 separate sale. So a lot of political and
25 economic distress became associated with the

1 F. Graham

2 company. Which is one of the reasons why
3 Vulcan AMPS was not the appropriate party to
4 be holding or funding much of its activity.

5 But you already know that because
6 we have had that deposition discussion
7 before, about where Vulcan AMPS came from.

8 Q. Do you recall a lawsuit of
9 American Home Assurance Company against
10 Vulcan Advanced Mobil Power Systems?

11 A. I know there is a lawsuit
12 outstanding against Vulcan Advanced Mobile
13 Power Systems, yes. I don't know the date
14 or the time or the period in question when
15 that suit was brought.

16 Q. I have a copy of the summons and
17 complaint right in front of me, and I would
18 be glad to mark it if you like. But it is
19 fair to say that this suit is over money
20 alleged to be owed to the American Home
21 Assurance Company by Vulcan AMPS as a result
22 of non payment of insurance premiums; is
23 that correct?

24 A. I'm going to answer the question.
25 I don't know whether that particular case is

1 F. Graham

2 a residual from the activities that occurred
3 prior to us acquiring the company, whether
4 incurred from our activities. I know that
5 in this particular American Homes, they have
6 misstated at least two of the claimants on
7 more than one occasion.

8 I don't know whether Vulcan
9 Advanced Mobile Systems is the right
10 claimant. I can review it, spend some time
11 with it. I can look our legal documents and
12 tell you whether that is appropriate for
13 Vulcan Advanced Mobile Power Systems, or
14 whether they got the wrong company.

15 I will tell you that on more than
16 one occasion, we get bills to the wrong
17 company. We have even gotten bills from
18 Vulcan Materials, which is a Florida
19 publically traded company, owned by people
20 who say that they haven't paid their bills,
21 and they send them to us, even though we are
22 not anywhere related to each other.

23 MR. STADTMAUER: Let's mark this
24 as Exhibit 8.

25 (A summons and complaint was

1 F. Graham

2 marked as Plaintiff's Exhibit

3 Eight for identification; July 7,

4 2011; RJP.)

5 Q. I am showing you what has been

6 marked as Exhibit Eight, a summons and

7 complainant dated July 14, 2008 for a

8 lawsuit of American Home Assurance Company

9 against Vulcan Advanced Mobile Power

10 Systems, LLC. Have you seen this document

11 before?

12 A. Yes, I have.

13 Q. Is it fair to say that they are

14 suing for over \$1,000,000 in unpaid

15 insurance premiums?

16 A. Yes, they are suing both Vulcan

17 Advanced Mobile Power Systems and Vulcan

18 Capital, Inc., Vulcan Capital Management,

19 Inc., excuse me.

20 Q. For more than \$1,000,000 in

21 unpaid insurance premiums, correct?

22 A. Yes, they are suing, those two

23 entities.

24 Q. What time period do those unpaid

25 insurance premiums relate to?

1 F. Graham

2 A. I don't know, because they never
3 managed to present us with a signed
4 insurance claim of these two parties on this
5 particular entity.

6 Q. There is also a lawsuit by a
7 company SABRE International; is that
8 correct?

9 A. Yes.

10 Q. That is for unpaid security
11 services?

12 A. Correct.

13 Q. For about \$250,000?

14 A. I am aware of that lawsuit.

15 Q. About \$250,000, correct?

16 A. Yes. Hold on. Let's go back to
17 the previous Exhibit Eight. Exhibit Eight
18 refers to a date that looks like it is June
19 8th, having no indication of when such
20 services were supposedly provided to the two
21 companies in question.

22 I believe Mr. Antwiel's earlier
23 questions were regarding the time 2003
24 through 2004. So not it is clear to me that
25 either of these two are related, just to be

1 F. Graham

2 very clear about that.

3 MR. FORREY: Let's mark this as
4 Exhibit Nine, please.

5 (An amended complaint was marked
6 as Plaintiff's Exhibit Nine for
7 identification; July 7, 2009; RJP.)

8 Q. I am showing you what has been
9 marked as Exhibit Nine. It is an amended
10 complaint dated July 2, 2007 in a lawsuit
11 entitled Sabre International Security
12 against Vulcan Capital Management, Vulcan
13 Power Services and Ford F. Graham. Have you
14 seen that before?

15 A. I have seen that before.

16 Q. It is fair to say that you
17 yourself and two of the entities you are
18 associated with were sued for over \$250,000
19 in unpaid bills for security services in
20 Iraq, correct?

21 A. The company here sued three
22 entities. They lost against two of those
23 entities. The case is on appeal against the
24 third entity. They have sued. They are
25 incorrect about their invoices, and they are

1 F. Graham

2 incorrect about whether any of the parties
3 here owe them any money. This is a
4 contractual dispute between SABRE and
5 parties that not subject to your question so
6 far. And I don't believe this has anything
7 to do with yours.

8 I suspect this will go away since
9 SABRE has been unable to find an attorney
10 willing to carry on its appeal.

11 Q. Let's try to focus on the
12 question. What I was saying is, is it fair
13 to say --

14 A. I answered your question.

15 Q. I think you didn't. Is it fair
16 to say that this relates to security
17 services performed or alleged to have been
18 performed in Iraq?

19 A. That is a new question, and the
20 answer is yes.

21 Q. Those security services would
22 relate to the Washington International
23 contract, correct?

24 A. I don't believe so.

25 Q. What contract would that relate

1 F. Graham

2 to?

3 A. I believe that related to the
4 Ministry of Interior contract.

5 Q. The Mullah Abdullah contract?

6 A. I believe it is either Mullah
7 Abdullah Two or it is the KAGI contract. I
8 would have go back and look. I don't
9 believe this has anything to do with the WGI
10 or Washington International Group.

11 Q. Mullah Abdullah was never
12 mobilized, correct?

13 A. Incorrect. Mullah Abdullah was
14 mobilized. I assume you mean Mullah
15 Abdullah Two, not Mullah Abdullah One.

16 Q. When was Mullah Abdullah Two
17 mobilized?

18 A. In the late summer of 2004, I
19 believe. I would have to go back and look
20 at the exact time frame. Maybe in 2005, it
21 would be, I believe, in the late summer of
22 one of those two periods.

23 Q. If the invoices are dated in
24 February of 2004, then what project would it
25 relate to? Let me rephrase it. What

1 F. Graham

2 project were you working on in Iraq in early
3 2004?

4 A. Four different projects.

5 Q. Was one of them the Washington
6 International project?

7 A. Yes.

8 Q. There was also a lawsuit brought
9 by a company called Plainville Electrical
10 Products Company, Inc., PEPCO?

11 A. That is correct.

12 Q. This was brought against Vulcan
13 AMPS and a number of other entities and
14 yourself personally, correct?

15 A. Plainville, which is shortened as
16 PEPCO, has for the last six, seven years,
17 been suing every entity they can get their
18 hands on, and have been unsuccessful in
19 suing them.

20 Had PEPCO delivered a product
21 which would have worked, and even their own
22 experts testified that the product they
23 delivered did not work, they would be suing
24 us, and we would not be in disagreement.

25 Q. Is it fair to say that PEPCO

1 F. Graham

2 claims that it is owed money, correct?

3 A. PEPCO claims that it is owed
4 money. We countered and said that PEPCO
5 gets paid when their product works. Nobody
6 should pay for a product that doesn't work
7 as advertised or as contractually obligated.

8 Q. PEPCO claims that it is owed
9 hundreds of thousands of dollars?

10 A. PEPCO claims that it is owed
11 \$300,000 plus, and we don't believe we owe
12 PEPCO a thing, and their product does not
13 work, did not work, and still to date hasn't
14 worked.

15 Q. PEPCO, the product relates to
16 Washington International Project, correct?

17 A. Yes, their product was a product
18 that was put on the Washington, one of the
19 several units we worked under in the
20 Washington Group project, yes.

21 Q. PEPCO provided, alleged that it
22 provided some kind of a computer or system
23 that was installed or repaired on the power
24 system that was sold by Vulcan AMPS to
25 Washington International for use in Iraq,

1 F. Graham

2 correct?

3 A. PEPCO signed a contract to
4 deliver a software system to run several
5 power units in Iraq, including the one that
6 Vulcan AMPS installed for Washington Group.
7 PEPCO's software never worked as advertised.
8 Instead, Vulcan employees had to hand start
9 and hand stop the machines. Sort of like
10 you buying a car that doesn't go in reverse,
11 and where the signals don't work and the air
12 conditioning doesn't work.

13 Q. PEPCO's software was installed or
14 alleged to have been installed on the Vulcan
15 AMPS unit that was sold by Vulcan AMPS to
16 Washington International for use in Iraq,
17 correct?

18 A. That is correct.

19 MR. STADTMAUER: Just for the
20 record, let's just mark this as Exhibit
21 10.

22 (A second amended complaint was
23 marked as Plaintiff's Exhibit 10
24 for identification; July 7, 2011;
25 RJP.)

1 F. Graham

2 Q. Just for the record, I am showing
3 you Exhibit 10, which is the second amended
4 complainant and in the lawsuit of PEPCO
5 against Vulcan Advance Mobile Power Systems,
6 LLC.

7 A. This is the one where they
8 dropped the action, where they had declined
9 to go forward on this particular
10 transaction, or on this particular suit.
11 They have, in effect, dropped this lawsuit.

12 Q. This is one of the many lawsuits
13 that they have brought?

14 A. They brought a number of
15 lawsuits. They lost every lawsuit that they
16 brought, and they have since decided not to
17 go further with their current lawsuit.

18 Q. In addition, there was also a
19 U.S. government audit of the contract with
20 Washington International; is that correct?

21 A. I do not know whether or not the
22 Defense Department audited the contract. I
23 know that the Defense Department came and
24 looked at our books. I do not know if they
25 looked at all of the items of the contract

1 F. Graham

2 that Washington Group had, or any other
3 items. I am only aware of what they looked
4 at in our regard.

5 Q. They issued a report in December
6 of 2003?

7 A. I am not aware that they issued a
8 report one way or the other.

9 Q. You have never seen that report?

10 A. I have never seen the report.

11 Q. You don't know what it says?

12 A. I do not know what it says. I
13 know what the inspector told us when he
14 left.

15 MR. STADTMAUER: Let's mark this
16 as Exhibit 11, please.

17 (An audit report was marked as
18 Plaintiff's Exhibit 11 for
19 identification; July 7, 2011;
20 RJP.)

21 Q. I am showing you what has been
22 marked as Exhibit 11. It is approximately
23 40 pages. It is an audit report dated
24 December 12, 2003 by the Defense Contract
25 Audit Agency. You have never seen this

1 F. Graham

2 document before?

3 A. I have not seen this document
4 before.

5 Q. Let me just call your attention
6 to page 11.

7 A. I assume the redacted pieces are
8 not your redactions but they are Defense
9 Department redactions?

10 Q. That's correct.

11 A. Okay, I have reviewed the
12 document.

13 Q. Page 11, please.

14 A. Page 11, yes.

15 Q. I just want to call your
16 attention to the portion where it says we
17 have reviewed the purchase order issued to
18 Vulcan AMPS. "Our audit disclosed that
19 CVU," and I believe that refers to the
20 Washington Group International, "made the
21 determination that Vulcan AMPS could not
22 provide the anticipated eight turbines, and
23 it subsequently issued a purchase order to
24 General Electric for six turbines." Do you
25 know what that refers to?

1 F. Graham

2 A. Yes, I do. That is not correct,
3 but that is what I know it refers to.

4 Q. Do you understand, do you have an
5 understanding to why Washington Group
6 International came to the determination that
7 Vulcan AMPS could not provide six turbines?

8 A. Because -- I can't answer your
9 question. Your question is not valid. It
10 is not a valid question. Washington Group
11 is not covered in that determination.

12 Q. It is fair to say that Washington
13 changed the contract to withdraw those six
14 turbines?

15 A. Yes, they did.

16 Q. Was that because Vulcan could not
17 provide the six turbines?

18 A. No.

19 Q. For some other reason?

20 A. Yes. There was doubt we could
21 have provided the six turbines. It has
22 already been proved in court, which I am
23 sure you are aware of when you asked the
24 question.

25 Q. Did Vulcan AMPS file tax returns

1 F. Graham

2 in 2003?

3 A. I don't know the answer to that.

4 The reason I don't know the answer to that

5 is because Vulcan AMPS as an either wholly

6 owned subsidiary of Vulcan Power Group or a

7 nearly owned subsidiary of Vulcan Power

8 Group is not required to file tax returns.

9 Its tax returns would be subsumed in Vulcan
10 Power Group's tax returns.

11 The answer to were tax returns
12 filed that incorporated the accounting for
13 Vulcan AMPS, the answer would be yes. But I
14 don't know if Vulcan AMPS filed separate tax
15 returns or if those were together with
16 Vulcan Power Group's. Is that the question
17 you meant to ask?

18 MR. STADTMAUER: Let's mark this
19 as Exhibit 12, please, and this as 13.

20 (Form 1065 for 2003 was marked
21 as Plaintiff's Exhibit 12 for
22 identification; July 7, 2011;
23 RJP.)

24 (Form 1065 for 2004 was marked
25 as Plaintiff's Exhibit 13 for

1 F. Graham

2 identification; July 7, 2011;

3 RJP.)

4 Q. I am showing you what has been
5 marked as Exhibits 12 and 13. They are U.S.
6 tax returns for Vulcan Advanced Mobile Power
7 System, LLC for 2003, 2004. Does that
8 refresh your recollection as whether Vulcan
9 AMPS filed tax returns for 2003, 2004?

10 A. No, I don't know if these are the
11 actual tax returns or not. You have
12 presented me with two tax returns that are
13 unsigned, and I am not sure if these are the
14 ones that were filed, or if -- if you want
15 to state for the record that these were what
16 was filed, I will take your word for it, but
17 I don't know by looking at the records and
18 seeing what was actually filed.

19 Since we have given you the tax
20 returns on multiple occasions, and I am sure
21 we have given you signed copies of the tax
22 returns, I am somewhat surprised that you
23 would give me unsigned copies back. Since I
24 know you have shared documents extensively
25 with our friends in the O'Hare litigation in

1 F. Graham

2 Texas, and they also have signed documents,
3 I would be surprised to know why we don't
4 have signed documents. If these match
5 those, then I would say yes, but I can't
6 tell you that these are what you say they
7 are.

8 Q. Okay, let's start over. Can you
9 identify these documents, Exhibits 12 and
10 13, please.

11 A. They purport to be tax returns
12 from Vulcan Advanced Mobile Power Systems
13 for December 2003 and December 2004.

14 Q. But you don't know if they are
15 legitimate because they are not signed?

16 A. Right.

17 Q. Who signed those returns for
18 those years?

19 A. I believe Marc Solocheck did,
20 although 2003 may have been Dan O'Hare. I
21 do not know. I would have to go back and
22 look. I can guarantee you we had supplied
23 to both you and to other counsel the final
24 filed tax returns.

25 MR. STADTMAUER: You seem to keep

1 F. Graham

2 confusing me with Mr. Black down in

3 Texas. I am not Mr. Black.

4 THE WITNESS: I know you are not

5 Mr. Black.

6 MR. STADTMAUER: I am Marc

7 Stadtmauer.

8 THE WITNESS: I understand. I am

9 quite clear who you are.

10 Q. This is what I have. Do you in

11 your office have copies of the signed tax

12 returns for 2003 and 2004?

13 A. I am certain somewhere we have --

14 we may not have them in our office, but I am

15 certain we have them.

16 RQ MR. STADTMAUER: Okay, great.

17 Then we call for production of signed

18 tax returns for 2003 and 2004 for

19 Vulcan AMPS. When we get them, I will

20 ask you questions about that.

21 THE WITNESS: Okay.

22 Q. Did you hear of a company called

23 BGT?

24 A. Excuse me?

25 Q. Have you heard of a company

1 F. Graham

2 called BGT?

3 A. Yes.

4 Q. What is BGT?

5 A. BGT is an operator of and
6 developer of power systems out of Naples,
7 Florida.

8 Q. Was there some kind of a contract
9 or an agreement in 2007 between BGT and
10 Vulcan AMPS?

11 A. Yes.

12 MR. STADTMAUER: Let's mark this
13 as Exhibit 14.

14 (A purchase order was marked as
15 Plaintiff's Exhibit 14 for
16 identification; July 7, 2011;
17 RJP.)

18 Q. I am showing you what has been
19 marked as Exhibit 14. It is a one page
20 document entitled purchase order, dated
21 February 21, 2007. The grand total at the
22 bottom is \$800,000. It was issued by BGT to
23 Vulcan AMPS, LLC. Have you seen this
24 document before, sir?

25 A. I have seen this document in some

1 F. Graham

2 form.

3 Q. Is it fair to say that this was
4 the purchase order that issued by BGT to
5 Vulcan AMPS in 2007?

6 A. I don't know if this was the
7 exact one because this one is unsigned, but
8 it is similar to one that ultimately was
9 issued. I believe actually this one wasn't
10 the exact one because I believe the one that
11 was ultimately signed and issued is a much
12 longer and much more detailed one.

13 Q. You have a copy of that in your
14 office, of course?

15 A. I have seen a copy of it a long
16 time ago. I am sure it was already
17 provided. If it wasn't provided, I will go
18 back and find it and provide it for you.

19 RQ MR. STADTMAUER: Great. I think
20 we have asked for BGT documents. I
21 don't think we have received any. So
22 we call for production of the purchase
23 order among other documents relating to
24 the BGT transaction.

25 Q. It is fair to say that the deal

1 F. Graham

2 was between BGT and Vulcan AMPS, correct?

3 A. The deal was between BGT and
4 Vulcan AMPS, correct.

5 Q. Not Vulcan Power Group, correct?

6 A. No, this particular part of the
7 deal was not with Vulcan Power Group,
8 correct.

9 MR. STADTMAUER: Let's mark this
10 as Exhibit 15.

11 (A one page document was marked
12 as Plaintiff's Exhibit 15 for
13 identification; July 7, 2011;
14 RJP.)

15 Q. I am showing you what has been
16 marked as Exhibit 15. It is a one page, I
17 don't know what to call it. Would it be an
18 invoice?

19 A. No.

20 Q. It is a one page document dated
21 March 16, 2007 on the letterhead of Vulcan
22 AMPS. It says customer, BGT Group, Inc.
23 Have you seen this document?

24 A. I have.

25 Q. Could you tell us what it is?

1 F. Graham

2 A. This is a description from Vulcan
3 AMPS to BGT describing what they have paid
4 as part of the contract between BGT and
5 Vulcan AMPS for a generator, and what is
6 remaining due, and when it is due.

7 Q. It says, if I am reading it
8 correctly, that \$200,000 is due on March 21,
9 2007, correct?

10 A. Correct.

11 Q. On the bottom under wiring
12 instructions, it says to wire that 200 grand
13 to First Citizens Bank of North Carolina,
14 account number 0087100 -- I can't read the
15 rest.

16 A. 1121.

17 Q. 1121, okay. Do you see that?

18 A. I do, indeed.

19 Q. That account number at the bottom
20 then ends in 1121, whose account that?

21 A. I believe that was Vulcan Power
22 Group's account in North Carolina.

23 Q. That is not Vulcan AMPS' account,
24 correct?

25 A. That is correct.

1 F. Graham

2 Q. This document also says that
3 \$400,000 was paid on February 21, 2007. Do
4 you see that?

5 A. I believe that is correct.

6 Q. That \$400,000 that was paid on
7 February 21st, did that go into that same
8 account ending in 1121 at First Citizens
9 Bank?

10 A. I do not know. I guess so, but I
11 would not know without seeing the bank
12 accounts.

13 Q. It is your understanding that
14 \$400,000 that was paid in February of 2007
15 was paid to Vulcan Power Group; is that
16 correct?

17 A. That is correct.

18 Q. Is it your understanding that the
19 \$200,000 referred to in Exhibit 15 was also
20 sent to account number 1121?

21 A. No, it was not.

22 Q. The \$200,000 was never paid?

23 A. The \$200,000 was never paid. I
24 am sure you are going to ask me why that was
25 paid to Vulcan Power Group.

1 F. Graham

2 Q. Why was the \$400,000 paid to
3 Vulcan Power Group in February of 2007?

4 A. Because Vulcan Power Group was
5 the ultimate owner of that particular
6 generator.

7 Q. Was there some kind of a contract
8 or agreement between Vulcan Power Group and
9 Vulcan AMPS?

10 A. Yes.

11 Q. Like a sale agreement of some
12 sort?

13 A. I believe there was a services
14 agreement between the two.

15 Q. Do you have a copy of that?

16 A. I am sure it is in the records.

17 RQ MR. STADTMAUER: I call for
18 production of a copy of whatever
19 agreement there is between Vulcan AMPS
20 and Vulcan Power Group that relates to
21 the money that was paid by the BGT
22 Group.

23 Q. Did Vulcan AMPS make any profit
24 on the BGT deal?

25 A. No, sir.

1 F. Graham

2 Q. Did Vulcan AMPS make any profit
3 on the Washington Group International deal?

4 A. Neither Vulcan AMPS nor Vulcan
5 Power Group made any profit on either BGT or
6 the Washington Group International Iraq
7 transaction, as both the tax returns and the
8 bank statements indicate.

9 Q. Let me refer back to Exhibit
10 Seven.

11 A. Okay.

12 Q. That was the \$22,000,000 or so
13 that was wired by Washington Group
14 International --

15 A. For the benefit of Vulcan AMPS.

16 Q. In October, it would have been
17 October or November of 2003 into Vulcan
18 Power Group's account at Citibank, correct?

19 A. Yes.

20 Q. Who is Bart Beardon?

21 A. Bart Beardon is a loan officer at
22 Plains National Bank.

23 Q. Did you ask Mr. Beardon to wire
24 \$1,700,000 a few weeks later, a few weeks
25 after the Washington Group International

1 F. Graham

2 money came into Vulcan Power Group? Did you
3 ask Mr. Beardon to wire \$1,700,000 from
4 Vulcan Power Group to Vulcan Capital, LLC?

5 A. I could have. I have no idea.

6 Are you going to refresh my memory?

7 MR. STADTMAUER: Mark this as

8 Exhibit 16.

9 (An E-mail dated 11-20-03 was
10 marked as Plaintiff's Exhibit 16
11 for identification; July 7, 2011;
12 RJP.)

13 Q. I am showing you what has been
14 marked as Exhibit 16, which is an E-mail to
15 you from Mr. Beardon at Plains Capital Bank.
16 Do you see this?

17 A. I am looking at what purports to
18 be an E-mail from Mr. Beardon to myself, and
19 I can't confirm that it is actually an
20 E-mail of that fact, but that is what it
21 purports to be.

22 Q. It purports to be you saying
23 thank you to Mr. Beardon, correct?

24 A. For sending me a paper trail of a
25 funding on a \$1,700,000 note that was not

1 F. Graham

2 clear where the note is to or from.

3 Q. This is November 20, 2003,

4 correct?

5 A. November 20th of 2003, correct.

6 Q. That is about two weeks after all

7 that money came in from Washington Group,

8 right?

9 A. It is two weeks after the money
10 came in from Washington Group.

11 Q. This shows that \$1,700,000 in
12 paragraph two was wired from Vulcan Power
13 Group to Vulcan Capital, LLC, correct?

14 A. No, that is not correct. What it
15 shows, and I am looking at the exact thing,
16 it shows that the that the NCPH account at
17 Plains National Bank was debited \$1,700,00.
18 It shows that the Vulcan Power Group account
19 was also debited, and that \$1,700,000 was
20 deposited from that Vulcan Power Group
21 Plains Capital Bank into Vulcan Capital.

22 Then it shows that Vulcan
23 Capital's checking account was debited and
24 paid off a Plains Bank note. Then it shows
25 that a Vulcan Capital account was also

1 F. Graham

2 debited and paid off a Cap Rock checking
3 account number. That is what it shows. It
4 doesn't appear to affect any of the prior
5 Citibank accounts, because this appears to
6 be a separate bank on a separate set of
7 transactions.

8 Q. Money is fungible. We can agree
9 on that, can we not?

10 A. In certain instances, yes. In
11 certain instances not. Your client was
12 always us to pay her at the expense of other
13 employees, so I am sure she would agree. I
14 am not sure I would agree with that
15 assessment all the time.

16 Q. In paragraph three, it says debit
17 Vulcan Capital checking, and the account
18 number, for \$1,400,00, and pay off note
19 number 1543487. Do you see that?

20 A. I do.

21 Q. What was the note 1543487?

22 A. Off the top of my head, I have no
23 idea.

24 Q. Is it fair to say that is money
25 that Vulcan Capital owed to Plains Bank?

1 F. Graham

2 A. You can presume that. I would
3 have to look at the actual note to know.

4 Q. Do you have a copy of the note?

5 A. I'm sure somewhere in our files
6 we do.

7 RQ MR. STADTMAUER: We call for
8 production of a copy of note number 1543487.

9 Q. Did Vulcan AMPS owe that
10 \$1,400,000 to Plains Bank?

11 A. I have no idea.

12 Q. Did Vulcan Power Group owe that
13 money to Plains Bank?

14 A. I have no idea. Vulcan Power
15 Group and Vulcan AMPS were funded by Plains,
16 which is how they were started and how they
17 were acquired. At the time of this
18 particular E-mail, I don't know the full
19 scope of the debt that Vulcan Power Group,
20 Vulcan AMPS or Vulcan Capital owed to
21 Plains. I am certain that the accounting
22 that we have already provided and which you
23 say you haven't gotten, although I find that
24 after five years rather an odd statement to
25 make, but if that is the case, I am sure we

1 F. Graham

2 will provide it again.

3 I am sure you will tell us
4 exactly what Plains owed, what each of those
5 companies owed to the bank.

6 RQ. MR. STADTMAUER: If you have any
7 documents that show that Vulcan AMPS
8 owed any money to Plains Bank in
9 October or November of 2003, then would
10 like to see that, and we call for
11 production of that.

12 Q. Why did Vulcan Power Group wire
13 \$1,700,000 into Vulcan Capital LLC in
14 November of 2003?

15 A. Well, Vulcan Power Group didn't
16 wire any money. According to this E-mail,
17 which again, I don't know if it is valid or
18 invalid or whether it was made up yesterday.
19 But it says -- nor does it indicate where it
20 came from, it says that the bank in question
21 debited Vulcan Power Group's checking
22 account at Plains Bank, and deposited it int
23 Vulcan Capital, where it was further
24 debited, and then paid off a note.

25 MR. STADTMAUER: I miss --

1 F. Graham

2 THE WITNESS: You misspoke.

3 MR. STADTMAUER: I misspoke.

4 Let's start again.

5 Q. Why was Vulcan Power Group's
6 account debited \$1,700,000 and the money
7 deposited into Vulcan Capital, LLC in
8 November of 2003?

9 A. I don't know off the top of my
10 head why the bank would have debited Vulcan
11 Power Group's account, deposited it in
12 Vulcan Capital, and then paid off a loan
13 that without looking at it, can almost be
14 guaranteed to be owed by Vulcan Capital,
15 owed by Vulcan Power Group and owed by
16 Vulcan AMPS. I can almost guarantee it
17 because that is how they did it. They
18 locked everybody up. I have no idea why
19 they did it this particular way, why they
20 set the transfers up the way they wanted to
21 set them up, if this is, indeed, what they
22 did.

23 Again, what you showed me is an
24 E-mail, which you haven't shown me where it
25 is from or where it came from, so I am going

1 F. Graham

2 to assume it is valid and real. But I don't
3 have an answer as to why the bank structured
4 it the way that they structured it when they
5 repaid off some of the loan.

6 Q. Certainly you approved this
7 transaction, correct?

8 A. I don't know if I approved it or
9 disapproved it. We very rarely were given a
10 chance to approve or disapprove anything
11 that Plains decided to do.

12 Q. You would have been furious if
13 Plains took \$1,400,000 of your money and
14 paid off a note without your authorization,
15 right?

16 A. I was often unhappy with what
17 Plains did. What Plains did or did not do
18 was very rarely up to me to decide.

19 Q. Do you have a recollection of
20 Plains taking \$1,400,000 of your company's
21 money to pay off a note without your
22 authorization in November of 2003?

23 A. I don't recall whether they got
24 an authorization or not. I will say it one
25 more time. They often forwarded and moved

1 F. Graham

2 money around without my authorization.

3 Q. Did you authorize this
4 transaction?

5 A. I don't know. I just answered
6 the question, I have no idea. I don't know
7 whether I authorized it or I didn't. I'm
8 belt. I will bet you a large amount of
9 money you will not find a signature that
10 authorizes that, because that is not the way
11 they operate.

12 Q. Let's take a look at paragraph
13 four on this Exhibit 16. It says debit
14 Vulcan Capital, checking account number, for
15 \$289,000, and deposited the full amount into
16 Cap Rock Wine checking. Do you see that?

17 A. Yes. Oh, I do have this down.
18 This is the note, this brings it all -- this
19 is the note that the CFO, your friend,
20 Mr. O'Hare, signed and forgot about that he
21 signed it.

22 Q. My question is why did Vulcan
23 Capital deposit almost \$300,000 into Cap
24 Rock Wine in November of 2002?

25 A. I don't know the answer to that.

1 F. Graham

2 MR. STADTMAUER: Let's take a
3 bathroom break, please.

4 (A recess was taken.)

5 Q. At that time in November of 2003,
6 you yourself had a personal interest in Cap
7 Rock Wine, correct?

8 A. I don't know. I don't think so.

9 Q. You didn't have an interest
10 directly or indirectly?

11 A. I don't think so. I would have
12 to go back and look at the date. I don't
13 think at that point I had an interest in Cap
14 Rock. I believe my interest in Cap Rock had
15 already been gone.

16 I notice that there is no date
17 stamp anywhere on this document, so I must
18 presume that you got it serendipitously?

19 MR. STADTMAUER: Mr. Graham, I am
20 going to ask the questions here today.
21 Those are the ground rules. Okay?

22 THE WITNESS: That wasn't a
23 question.

24 Q. All right. So my question to you
25 is did you at some point have a Cap Rock, an

1 F. Graham

2 interest, either directly or indirectly, in
3 Cap Rock Wine?

4 A. Yes.

5 Q. That interest went away?

6 A. Yes.

7 Q. Did it go to any of your family
8 members?

9 A. No.

10 Q. Any of your relatives,
11 associates, friends?

12 A. It went to Mr. Davis.

13 Q. In November of 2003, Mr. Davis
14 had a personal interest in Cap Rock Wine?

15 A. He did.

16 RQ MR. STADTMAUER: We call for
17 production of the bank statements for
18 2003 through 2004 for these accounts
19 that are listed on this page, which
20 would be Vulcan Power Group checking
21 3100003726, Vulcan Capital 3100009988,
22 Cap Rock Wine checking account number
23 689984, and North Carolina Power
24 Holding account number 3100009996.

25 Q. When Susan Flanagan worked at

1 F. Graham

2 Vulcan AMPS, she was paid a salary of about
3 \$100,000 a year; is that correct?

4 A. She was paid a salary of \$100,000
5 a year, which was to be deducted against any
6 bonuses which she was supposed to be awarded
7 for selling Vulcan AMPS equipment, yes.

8 Q. That was something that you
9 discussed with Susan, correct?

10 A. I don't recall if I discussed it
11 directly with her or Mr. Davis discussed it
12 directly with her. I believe one of the two
13 of us probably did.

14 Q. Did you set the rate of Susan's
15 pay of \$100,000 a year?

16 A. I don't recall who set the rate.
17 I know it is substantially above what she
18 would have earned had she worked at any
19 other competitor in the market, and it was
20 substantially above what she earned at
21 Delta.

22 Q. In 2003 and 2004, when Susan
23 worked at Vulcan AMPS, did you have the
24 authority to hire and fire people at Vulcan
25 AMPS?

1 F. Graham

2 A. I believe so.

3 Q. Did you your yourself hire Susan
4 Flanagan?

5 A. I don't recall if she was hired
6 by myself or if she was hired by Mr. Davis.

7 Q. In 2003 and 2004, when Susan
8 Flanagan was working at Vulcan AMPS, did
9 yourself have the authority to supervise
10 Susan?

11 A. Yes.

12 Q. Did you have the authority to
13 control her working hours and other
14 conditions of employment?

15 A. She reported to several folks.
16 She reported to folks in North Carolina as
17 well as folks in New York. So her hours
18 would be set by different parties.

19 Q. She reported to you, correct?

20 A. She didn't report directly to me.
21 She reported to a number of people,
22 including myself.

23 MR. STADTMAUER: Let's mark this
24 as Exhibit 17.

25 (An organization chart was

1 F. Graham
2 marked as Plaintiff's Exhibit 17
3 for identification; July 7, 2011;
4 RJP.)

5 Q. I am showing you what has been
6 marked as Exhibit 17, which is the
7 organizational chart for Vulcan AMPS, LLC.
8 Have you seen this document before, sir?

9 A. I don't know if I have seen this
10 document. I have seen a document that is
11 similar to this document.

12 Q. Can you describe what this
13 document is?

14 A. This document purports to be an
15 organizational document for Vulcan AMPS at
16 some point in its history. Since there are
17 multiple organizational documents and there
18 are multiple parties in various positions, I
19 don't know whether this is one of the ones
20 that was actually delivered representing
21 what particular time in question.

22 Q. You don't know what time period
23 this covers?

24 A. I have no idea. I have no idea
25 which time period this chart covers.

1 F. Graham

2 Q. Do you see Susan's name listed?

3 A. I see Susan Flanagan's name
4 listed, along with a number of other
5 employees.

6 Q. So it is fair to say that this
7 was sometime in 2003 or 2004, correct?

8 A. I would presume that. I can't
9 say with any certainty, but I would presume
10 that.

11 Q. I see that the vice president of
12 Human Resources is Mike Stewart, correct?

13 A. Yes.

14 Q. He was terminated in early 2004,
15 right?

16 A. Correct.

17 Q. So it is fair to say that this is
18 from some time in late 2003 or early 2004?

19 A. Could be.

20 Q. When else could it have been?

21 A. Well it could -- I notice that Ed
22 Elam is over here as VP of Operations, and I
23 don't recall him being VP of Operations in
24 2004. So I don't know whether this is an
25 older sheet which certain names got inserted

1 F. Graham

2 and others didn't. I am going to say this
3 one more time. I presume it to be from that
4 time period. I can't say with certainty
5 that it would be one from that time period.

6 Q. Do you see that Susan's name is
7 listed right under the chief marketing
8 officer position?

9 A. I do.

10 Q. In other words, that Susan is
11 supposed to report to the chief marketing
12 officer?

13 A. Correct.

14 Q. At the time, there was no chief
15 marketing officer, correct? That is why it
16 says open?

17 A. Yes, but I don't know -- that's
18 why I said this doesn't -- I don't know
19 whether or not -- see, there are a number of
20 people who are not on this list who were
21 employees at the time. Therefore, I don't
22 know where Bob Bergo is, and Bob served as a
23 marketing officer in many respects. He was
24 actually I think a vice-president listed at
25 some point. I see Brian Hulse, but I don't

1 F. Graham

2 see --

3 Q. I am talking about this document.

4 A. Brian Hulse is on this document.

5 I am talking about this document, all right.

6 Q. What I am asking is --

7 A. You are telling me this was open

8 and I am saying I don't know if, indeed --

9 Q. I am not telling you it was open.

10 What I am asking you is --

11 A. You just said it was open.

12 Q. On this document, does this not

13 show Susan Flanagan reporting to you because

14 there is no chief marketing officer, yes or

15 no?

16 A. This document purports to be that

17 there is no chief marketing officer, so

18 Susan reports to me. But I am going to say

19 this one more time. I don't know if this

20 document is accurate for two basic reasons.

21 There are a number of employees

22 in Vulcan AMPS that are not listed on this

23 document, period, including some that she

24 reported to.

25 Q. Do you have any documents that

1 F. Graham

2 show Susan reporting to anybody other than
3 you?

4 A. I don't know.

5 RQ MR. STADTMAUER: If you do, we
6 call for production of those documents.

7 THE WITNESS: Fair enough.

8 Q. Did you send a letter to Citibank
9 in May of 2010 asking them to remove Kevin
10 Davis as a signer from the Vulcan accounts?

11 A. I may have.

12 Q. You don't recall that?

13 A. I recall sending them a letter.
14 I don't know what exact date I recall
15 sending it to them.

16 MR. STADTMAUER: Let's mark this
17 next.

18 (Letter dated 5-10-10 was marked
19 as Plaintiff's Exhibit 18 for
20 identification; July 7, 2011;
21 RJP.)

22 Q. I am showing you what has been
23 marked as Exhibit 18, which is a four page
24 letter from you to Citibank dated May 10,
25 2010. Is that your signature at the bottom

1 F. Graham

2 of the first page?

3 A. That is my signature.

4 Q. Is this a copy of the letter copy
5 that you sent to Citibank in May of 2010?

6 A. It looks like a copy of a letter
7 we sent to Citibank in May of 2010.

8 Q. By sending this letter, did you
9 intend for Citibank to remove Mr. Davis as a
10 signer on these accounts?

11 A. I did.

12 Q. Why?

13 A. Mr. Davis had breached his
14 employment -- he breached the employment
15 documents by which he was an employee of the
16 company.

17 Q. In what way?

18 A. In several ways. He attempted to
19 change the passwords on some of the E-mail
20 accounts, as well as some of the telephone
21 accounts. He attempted to change a firing
22 decision that had been made. He has ceased
23 for a period of time coming into the office.
24 It was not clear he was even still an
25 employee. He had breached the employment

1 F. Graham

2 manual he himself had helped draft many
3 years earlier.

4 Q. So you terminated him?

5 A. We terminated him after this.

6 This was just removing him from the bank
7 signatory portion of the accounts.

8 Q. What I am asking is you
9 personally, Mr. Graham, you terminated Kevin
10 Davis; is that correct?

11 A. No.

12 Q. Who terminated Kevin Davis?

13 A. I don't know how to answer your
14 question because I don't know what you are
15 referring to as terminated from. Terminated
16 from what? Terminated him when, terminated
17 him where?

18 Q. Was Mr. Davis' employment with
19 Vulcan --

20 A. Which Vulcan?

21 Q. With any of the Vulcan entities.

22 A. Yes.

23 Q. Was it terminated?

24 A. Yes.

25 Q. When?

1 F. Graham

2 A. In August of 2010.

3 Q. In May of 2010 when this was
4 written, Mr. Davis was still an employee?

5 A. Yes.

6 Q. When Mr. Davis was terminated in
7 August of 2010, who made that decision?

8 A. The board of the respective
9 companies made that decision.

10 Q. That would be you?

11 A. It depends on which company we
12 are talking about.

13 Q. Are you not on the board of all
14 of the companies that made that
15 determination?

16 A. As part of the board, I made that
17 determination, correct.

18 Q. Isn't it correct that you were on
19 the board of all of the companies?

20 A. That is correct. I am not the
21 sole board member of the companies.

22 (A discussion was had off the record.)

23 MR. STADTMAUER: David, while
24 you are out, I am going to mark this.

25 MR. FORREY: Fair enough.

1 F. Graham

2 (A settlement agreement was
3 marked as Plaintiff's Exhibit 19
4 for identification; July 7, 2011;
5 RJP.)

6 Q. I am showing you what has been
7 marked as Exhibit 19. It is an
8 approximately 10 page document dated April
9 27, 2009, entitled settlement agreement and
10 general release.

11 A. Yes.

12 Q. You have seen this document
13 before, of course?

14 A. I have seen this document.

15 Q. This document is signed on page
16 six by Mr. Davis on behalf of Vulcan Capital
17 Management and Vulcan Advance Mobile Power
18 Systems. Do you see that?

19 A. I do.

20 Q. Is that correct that Mr. Davis
21 signed this copy?

22 A. I believe it is correct, and I
23 believe that that is his signature.

24 Q. Was Mr. Davis authorized to sign
25 this document in April of 2009?

1 F. Graham

2 A. He was.

3 Q. Let me call your attention to
4 page three.

5 A. Okay.

6 Q. Paragraph four.

7 A. I think you mean page four.

8 Q. Excuse me. Page three paragraph
9 four.

10 A. Oh, item four.

11 Q. Item four.

12 A. Okay.

13 Q. I am just going to read this into
14 the record. It says "as a condition of
15 plaintiff's willingness to enter into this
16 agreement, and in consideration for the
17 agreements of plaintiff contained in this
18 agreement, VCMI," which stands for Vulcan
19 Capital Management, Inc., "and VAMPS,"
20 Vulcan Advanced Mobile Power Systems,
21 "hereby release, waive and forever discharge
22 plaintiff together with her heirs,
23 successors, assigns and administrators from,
24 and hereby acknowledge full accord and
25 satisfaction of any and all claims, demands,

1 F. Graham

2 causes of action, liabilities of any kind
3 whatsoever upon any legal or equitable
4 hearing, whether contractual, common law or
5 statutory under federal, state or local law
6 or otherwise, whether known or unknown,
7 asserted or unasserted," and I will leave
8 out a few words, from the beginning of the
9 world up to and including the date of the
10 defendant's execution of this agreement."
11 Do you see that?

12 A. It really says from the beginning
13 of the world? You are right, it does.
14 Yes, I do.

15 Q. Is it your understanding that
16 this release that I have just read into the
17 record applies to that \$125,000 that was
18 paid in 2004 to Susan Flanagan?

19 A. Not the way you phrased the
20 question, no.

21 Q. What is your understanding?

22 A. My understanding is that VCMI,
23 Vulcan Capital Management, Inc., and Vulcan
24 AMPS had released your client from all those
25 claims, including the 125. But I don't

1 F. Graham

2 believe you are suing Vulcan AMPS or VCM I.

3 So I don't believe that the companies that
4 you are suing are released any more than you
5 are still coming after us.

6 Q. You will agree, will you not,
7 that Vulcan AMPS paid the \$125,000, correct?

8 A. I would have go look at the
9 accounting, which we have already asked.
10 You have already asked and I am answering
11 the question of how that works. Ask and
12 answer the same set of questions?

13 Q. No.

14 A. We covered this question 30
15 minutes ago.

16 Q. We agreed earlier today that --

17 A. We agreed that you gave me a
18 piece of --

19 Q. That under Exhibit Five --

20 A. Let me finish, please. We agreed
21 that you gave me a piece of paper that shows
22 the payroll register as per ADP. This isn't
23 even Vulcan AMPS on accounting. This is the
24 third party payroll records which showed she
25 was paid on the Vulcan Advanced Mobile Power

1 F. Graham

2 Systems account.

3 You have asked whether or not
4 this release encompasses the parties in
5 question, and I am answering affirmative.

6 Q. Let's try to concentrate on the
7 question, because you are changing it
8 around, and not answering my question. Is
9 it not true that Vulcan AMPS paid \$125,000
10 to Susan in 2004?

11 A. I have answered this question
12 twice, and I will try to answer it one more
13 time. It is true that there is a piece of
14 paper in front of me. The piece of paper
15 purports to show that Susan Flanagan was
16 paid \$125,000 vis-a-vis the Vulcan Advanced
17 Mobile Power Systems payroll account, but it
18 doesn't show anything further. It does not
19 show where Vulcan AMPS received the money,
20 it doesn't show where they didn't receive
21 the money. We have had this question asked
22 and repeated three times.

23 Q. Vulcan AMPS waived its right to
24 recover that \$125,000 in 2009, correct?

25 A. I don't believe Vulcan AMPS is

1 F. Graham

2 suing your client in this particular case.

3 Q. Answer my question.

4 A. Vulcan AMPS has waived all of its
5 claims per this particular document.

6 Q. Does that include the \$125,000?

7 A. It includes all of the claims
8 that were listed in this document.

9 Q. Did you personally, Ford Graham,
10 ever send Susan a note, a letter, an E-mail,
11 any kind of written communication asking for
12 her to write you personally a check for
13 \$125,000?

14 A. I don't recall having sent her a
15 request to do such event. I prefer if I
16 never spoke to your client again, so I would
17 be surprised if I ever asked her for that.

18 Q. The reason that you are suing
19 Susan for \$125,000 is because she is suing
20 you for the money that was not paid to her
21 under the settlement agreement, Exhibit 19,
22 correct?

23 A. I am suing your client because I
24 believe that I have claims against your
25 client, and we would not have been here but

1 F. Graham

2 for her actions and your actions

3 specifically.

4 Q. So you are retaliating against
5 Susan by filing a lawsuit?

6 A. No, I have a claim. I am seeking
7 justice for that claim. Similarly like you
8 think you have a claim, and you are seeking
9 justice for your client. We both feel
10 aggrieved.

11 Q. What is your claim against Susan
12 Flanagan?

13 A. My claim is that Susan cost us
14 business. She didn't fulfill the terms of
15 her obligation, and frankly, I shouldn't be
16 sitting here having to waste your time and
17 my time answering questions that I have
18 already answered again.

19 Q. You would not have sued her had
20 she not sued you?

21 A. I probably would have thought
22 more than once about suing her if she hadn't
23 decided to sue me, with no real good cause
24 of action.

25 Q. You are not suing her for the

1 F. Graham

2 \$125,000 that Vulcan AMPS paid her in 2004,
3 right?

4 A. I believe that is part of our
5 claim, yes.

6 Q. Wasn't that frivolous? It was
7 not your money that you paid her. It is
8 money that Vulcan AMPS paid her.

9 A. It is money that ultimately I am
10 responsible for because it went into our
11 companies, and therefore I ultimately have
12 to return it to the banks. Therefore I am,
13 since I personally guarantee it, responsible
14 for it. So it is not frivolous. Being
15 frivolous is about two thirds of your
16 questions.

17 Q. Do you know what Susan is doing
18 today professionally?

19 A. I have no idea. The last time I
20 saw Susan is when she perjured herself on
21 the stand down in Texas. Which if I were
22 her counsel, I would be very concerned
23 about.

24 Q. Do you have any idea how your
25 lawsuit against Susan has affected

1 F. Graham

2 her financially or professionally?

3 A. I have no idea how my lawsuit has
4 affected her in any way, shape or form.
5 Just as I imagine that she has no idea how
6 her lawsuits have affected me, damaged our
7 business. She hasn't put me on her
8 Christmas card list.

9 MR. STADTMAUER: I have gone
10 about as far as I can today. There are
11 documents outstanding from my recent
12 letter to you, Mr. Forrey, which I
13 actually thought I was going to get
14 today, but they are not here, and the
15 other documents that we have identified
16 during the deposition today. So this
17 is as far as I can go today.

18 For the record, Ms. Flanagan is
19 available for deposition at the end of
20 the month, according to the Judge's
21 order. She does live in Texas, and so
22 we need some time to make travel
23 arrangements. So if it is your
24 intention to depose her in the next few
25 weeks, please give us as much advance

1 F. Graham

2 notice as possible, so that we can make
3 travel arrangements.

4 MR. FORREY: That's fine.

5 MR. STADTMAUER: Thank you very
6 much.

7 (TIME NOTED: 3:58 P.M.)

8

9

10 FORD F. GRAHAM

11

12 Subscribed and sworn to

13 before me this _____ day

14 of _____ 2011.

15

16

17 NOTARY PUBLIC

18

19

20

21

22

23

24

25

1

2

INDEX TO EXHIBITS

3

EXHIBIT

PAGE

4

1. Decision and judgement

6

5

2. Judgement after inquest

8

6

3. Verdict

11

7

4. Answer

58

8

5. Payroll register

63

9

6. Two letters, 10-3-2003

67

10

7. Bank statement

71

11

8. Summons and complaint

78

12

9. Amended complaint

80

13

10. 2nd amended complaint

86

14

11. Audit report

87

15

12. Form 1065 - 2003

90

16

13. Form 1065 2004

90

17

14. A purchase order

94

18

15. A one page document

96

19

16. E-mail dated 11-20-03

101

20

17. Organization chart

112

21

18. Letter dated 5-10-10

117

22

19. Settlement agreement

120

23

24

25

1		
2	INDEX TO REQUESTS	
3	REQUEST	PAGE
4	1. Copy of Agra Dynamics contract	
5	and any documents cancelling it	20
6	2. Records for amount owed by Vulcan	
7	AMPS to Vulcan Power Group	49
8	3. Transmittal letter, records, showing	
9	what records produced to	
10	Mr. Babbitt and when	53
11	4. Quick Books Records in electronic	
12	form from defendant's server	56
13	5. Records showing where the \$125,000	
14	came from	66
15	6. Signed 2003, 2004 tax returns	
16	for Vulcan AMPS	93
17	7. Purchase order and other documents	
18	relating to BGT transaction	95
19	8. Copy of agreement between Vulcan	
20	AMPS and Vulcan Power group	
21	relating to money paid by BGT Group	99
22	9. Copy of note 1543487	104
23	10. Documents showing if Vulcan AMPS	
24	owed money to Plains Bank in	
25	October or November 2003	105

1
2 RQ (Continued.) PAGE
3 11. Production of bank statements for
4 2003 through 2004 for Vulcan Power
5 Group checking 3100003726, Vulcan
6 Capital 3100009988, Cap Rock Wine
7 checking account number 689984, and
8 North Carolina Power Holding account
9 number 3100009996 110
10 12. Documents showing Susan Flanagan
11 reporting to anyone other than Ford
12 Graham 117
13
14
15
16
17
18
19
20
21
22
23
24
25

1

2

CERTIFICATION

3

4

I, Robert J. Pollack, a Notary

5

Public in and for the State of New York, do

6

hereby certify:

7

THAT the witness, FORD F. GRAHAM,

8

whose testimony is herein before set forth,

9

was duly sworn by me; and

10

THAT the within transcript is a

11

true and accurate record of the testimony

12

given by said witness, FORD F. GRAHAM.

13

I further certify that I am not

14

related either by blood or marriage, to any

15

of the parties to this action; and

16

THAT I am in no way interested in

17

the outcome of this matter.

18

IN WITNESS WHEREOF, I have

19

hereunto set my hand this 25th day of July

20

2011.

21

22

23

24

ROBERT J. POLLACK

25

1

2

ERRATA SHEET

3

I wish to make the following changes,

4

for the following reasons:

5

PAGE LINE

6

_____ CHANGE: _____

7

REASON: _____

8

_____ CHANGE: _____

9

REASON: _____

10

_____ CHANGE: _____

11

REASON: _____

12

_____ CHANGE: _____

13

REASON: _____

14

_____ CHANGE: _____

15

REASON: _____

16

_____ CHANGE: _____

17

REASON: _____

18

_____ CHANGE: _____

19

REASON: _____

20

_____ CHANGE: _____

21

REASON: _____

22

_____ CHANGE: _____

23

REASON: _____

24

_____ CHANGE: _____

25

REASON: _____

PRECISE COURT REPORTING

(516) 747-9393 (718) 343-7227 (212) 581-2570

\$	0	2	67:15;71:3;78:4; 85:24;87:19;90:22; 91:2;94:16;96:13; 101:11;113:3; 117:20;121:4;130:14	7
\$1,000,000 (2) 78:14,20	0087100 (1) 97:14	2 (1) 80:10	20th (1) 102:5	7 (16) 58:7;63:13;67:15; 71:3;78:3;80:7; 85:24;87:19;90:22; 91:2;94:16;96:13; 101:11;113:3; 117:20;121:4
\$1,400,00 (1) 103:18	08540 (1) 8:15	20 (2) 8:11;102:3	21 (3) 94:21;97:8;98:3	75 (3) 4:8;5:19;22:12 7-7-2011 (3) 7:3;8:7;11:24
\$1,400,000 (3) 104:10;107:13,20	I	200 (1) 97:12	21st (1) 98:7	8
\$1,700,00 (1) 102:17	1 (1) 4:11	2000 (1) 46:6	22 (1) 58:11	8 (1) 77:24
\$1,700,000 (7) 100:24;101:3,25; 102:11,19;105:13; 106:6	10 (7) 4:13;39:18;85:21, 23;86:3;117:24; 121:8	2002 (1) 108:24	260 (1) 8:14	88 (1) 45:20
\$100,000 (3) 111:3,4,15	10:30 (1) 4:12	2003 (59) 34:21;35:10,24; 36:6,9;39:21,23; 40:4;42:7,10,22; 43:15,22;45:23,25; 46:15;47:2,18;48:9, 15,18,23;49:13; 57:21;61:4,17;66:22; 67:4,19;69:17;70:18; 73:18;74:2,22;79:23; 87:6,24;90:2,20; 91:7,9;92:13,20; 93:12,18;100:17; 102:3,5;105:9,14; 106:8;107:22;109:5; 110:13,18;111:22; 112:7;114:7,18	27 (3) 62:11;63:18;121:9	8th (1) 79:19
\$100,000,000 (1) 66:24	100 (4) 27:16;29:13; 39:10;46:5	3 (1) 58:13	28 (1) 7:7	9
\$102,000,000 (1) 67:3	10019 (1) 4:9	30 (3) 4:21;67:19;124:14	3 (1) 58:13	9 (1) 63:18
\$125,000 (26) 62:4,14,17;63:4,7, 25;64:5,9,10,12,14, 17,20;65:13,15;66:6, 9;123:17;124:7; 125:9,16,24;126:6, 13,19;128:2	1065 (2) 90:20,24	3100003726 (1) 110:21	3:58 (1) 130:7	A
\$20,000,000 (1) 21:13	11 (6) 87:16,18,22;88:6, 13,14	3100009988 (1) 110:21	30 (3) 4:21;67:19;124:14	Abdullah (7) 82:5,7,11,13,15,15, 16
\$200,000 (4) 97:8;98:19,22,23	11-20-03 (1) 101:9	3100009996 (1) 110:24	3100009998 (1) 110:21	ability (2) 73:21;74:6
\$22,000,000 (5) 67:6;69:13;71:17; 72:8;100:12	1121 (5) 97:16,17,20;98:8, 20	33rd (1) 23:15	3100009998 (1) 110:21	able (5) 5:2;24:18;74:25; 75:13,15
\$226,000 (1) 9:2	12 (6) 45:21;87:24; 90:19,21;91:5;92:9	35th (1) 23:15	3100009998 (1) 110:21	above (2) 111:17,20
\$250,000 (4) 7:22;79:13,15; 80:18	125 (1) 123:25	40 (1) 87:23	3100009998 (1) 110:21	Absolutely (2) 16:18;43:7
\$255,000 (1) 8:25	13 (4) 90:19,25;91:5; 92:10	41359108 (7) 69:14,24;70:14,20; 71:8;72:4,9	3100009998 (1) 110:21	accord (1) 122:24
\$289,000 (1) 108:15	14 (4) 78:7;94:13,15,19	4	3100009998 (1) 110:21	according (3) 8:25;105:16; 129:20
\$3,800 (1) 64:4	15 (5) 58:22;96:10,12,16; 98:19	5	3100009998 (1) 110:21	account (41) 63:2;67:6;69:14, 22;70:3,6,9,13,14,17, 19;71:7,7,9,19;72:2, 4,8,17;97:14,19,20, 22,23;98:8,20; 100:18;102:16,18, 23,25;103:3,17; 105:22;106:6,11; 108:14;110:22,24; 125:2,17
\$300,000 (2) 84:11;108:23	150 (3) 5:22;6:2,6	6	3100009998 (1) 110:21	accountant (2) 30:23,25
\$4 (1) 43:13	1543487 (3) 103:19,21;104:8	689984 (1) 110:23	3100009998 (1) 110:21	accounting (12) 25:18;32:11;
\$400,000 (4) 98:3,6,14;99:2	16 (5) 96:21;101:8,10,14; 108:13		3100009998 (1) 110:21	
\$5 (1) 43:13	17 (3) 112:24;113:2,6		3100009998 (1) 110:21	
\$6,000,000 (1) 20:4	18 (3) 12:6;117:19,23		3100009998 (1) 110:21	
\$8 (1) 15:12	18th (1) 4:8		3100009998 (1) 110:21	
\$8,000,000 (1) 10:22	19 (3) 121:3,7;126:21		3100009998 (1) 110:21	
\$800,000 (1) 94:22			3100009998 (1) 110:21	

43:10;46:9;49:18; 65:22;24;66:13; 90:12;104:21;124:9, 23 accounts (18) 16:24;19:22,23,24; 20:14;21:18;22:5,6, 11;69:19;98:12; 103:5;110:18; 117:10;118:10,20, 21;119:7 accurate (1) 116:20 acknowledge (1) 122:24 acquired (2) 75:22;104:17 acquiring (1) 77:3 act (2) 31:5;41:5 acted (2) 72:12,12 acting (1) 51:14 action (3) 86:8;123:2;127:24 actions (3) 16:23;127:2,2 activities (5) 31:12;72:14,22; 77:2,4 activity (1) 76:4 actual (5) 12:13,25;67:9; 91:11;104:3 actually (10) 11:14,20;33:11,18; 91:18;95:9;101:19; 113:20;115:24; 129:13 addition (1) 86:18 additional (1) 11:5 address (6) 4:7;5:18;8:17; 24:14,15,20 administrators (1) 122:23 admit (1) 58:25 ADP (1) 124:22 Advance (6) 44:16;62:14; 63:20;86:5;121:17; 129:25 Advanced (12) 44:18;76:10,12; 77:9,13;78:9,17; 91:6;92:12;122:20;	124:25;125:16 advertised (2) 84:7;85:7 advised (1) 10:6 affect (1) 103:4 affected (3) 128:25;129:4,6 affiliated (2) 38:16,24 affirmative (3) 12:18;13:19;125:5 afraid (1) 4:16 afternoon (1) 5:4 again (10) 14:9;20:4;37:6; 56:23;105:2,17; 106:4,23;126:16; 127:18 against (20) 7:12,20;8:13; 10:15;14:18;15:18, 23;76:9,12;78:9; 80:12,22,23;83:12; 86:5;111:5;126:24; 127:4,11;128:25 Agency (1) 87:25 aggrieved (1) 127:10 ago (9) 7:13,22;18:11,12; 22:14;26:21;48:25; 95:16;124:15 Agra (2) 19:16;20:24 agree (4) 103:8,13,14;124:6 AGREED (6) 3:2,7,11;124:16, 17,20 agreeing (1) 6:12 agreement (13) 9:10;16:10;94:9; 99:8,11,14,19;121:2, 9;122:16,18;123:10; 126:21 agreements (1) 122:17 ahead (3) 12:22;51:11,17 air (1) 85:11 Airlines (4) 61:8,9,13,15 Ajax (2) 45:20;46:7 Ajax's (1) 46:4	Aliyu (1) 40:24 alleged (4) 76:20;81:17; 84:21;85:14 Allen (2) 31:24;32:3 Allen's (1) 27:22 allowed (1) 75:7 almost (3) 106:13,16;108:23 along (1) 114:4 although (4) 11:3;72:18;92:20; 104:23 always (1) 103:12 amended (5) 58:12;80:5,9; 85:22;86:3 America (1) 36:8 American (4) 76:9,20;77:5;78:8 among (2) 3:3;95:23 amount (5) 10:25;11:2;75:6; 108:8,15 amounts (1) 56:2 Amp (1) 21:9 ample (1) 60:3 AMPS (119) 17:22,24;32:16,24; 36:23;37:3,10,22; 45:19;46:2,12,14,20, 21;47:3,11,24;48:18; 49:12;50:14,20; 51:20;56:16;59:3,12, 15;60:23;61:14,16, 19,22;62:2,13,17; 63:3,8,21,25;64:3,21, 23;65:7,17;66:20; 67:24;68:7,11;70:2, 10,18;71:22;72:14, 17,23,23;73:5,8,10, 17,20;74:5,22;75:17, 21;76:3,7,21;83:13; 84:24;85:6,15,15; 88:18,21;89:7,25; 90:5,13,14;91:9; 93:19;94:10,23;95:5; 96:2,4,22;97:3,5; 99:9,19,23;100:2,4, 15;104:9,15,20; 105:7;106:16;111:2, 7,23,25;112:8;113:7,	15;116:22;123:24; 124:2,7,23;125:9,19, 23,25;126:4;128:2,8 AMPS' (2) 72:13;97:23 Annuity (1) 29:4 answered (14) 9:20;14:12,16; 44:10,14;51:10,17, 18;60:5;66:10; 81:14;108:5;125:11; 127:18 anticipated (1) 88:22 Antwiel (16) 23:2,22;30:2,5,8; 34:20;35:17;40:14, 22;42:5;47:14;52:17, 20;54:15;55:5;56:15 Antwiel's (2) 41:20;79:22 apologize (1) 35:18 appeal (4) 13:22;14:4;80:23; 81:10 appear (1) 103:4 appears (1) 103:5 applies (1) 123:17 appropriate (3) 72:25;76:3;77:12 approve (1) 107:10 approved (3) 58:18;107:6,8 approximately (8) 10:22;22:14; 43:12;45:20,21;67:3; 87:22;121:8 April (2) 121:8,25 argue (1) 66:2 around (3) 44:6;108:2;125:8 arrangements (4) 22:25;23:21; 129:23;130:3 aspects (1) 72:21 asserted (2) 16:4;123:7 assessment (2) 19:3;103:15 assets (1) 36:20 assigns (1) 122:23 assists (1)	38:17 associated (3) 16:2;75:25;80:18 Associates (3) 26:10,11;110:11 assume (8) 24:17;52:14;56:5, 11,18;82:14;88:7; 107:2 Assurance (3) 76:9,21;78:8 Atlantic (1) 32:18 attached (1) 20:8 attempted (2) 118:18,21 attention (8) 8:12;58:22,24; 62:9;68:13;88:5,16; 122:3 attorney (2) 52:21;81:9 audit (5) 86:19;87:17,23,25; 88:18 audited (1) 86:22 August (2) 120:2,7 authority (3) 111:24;112:9,12 authorization (4) 107:14,22,24; 108:2 authorize (1) 108:3 authorized (2) 108:7;121:24 authorizes (1) 108:10 available (3) 4:23;65:16;129:19 Avenue (3) 8:14;23:8;61:21 awarded (1) 111:6 aware (13) 7:23;8:19,20;14:2, 25;15:2;16:16; 64:24;68:5;79:14; 87:3,7;89:23 awareness (2) 12:14,25 away (4) 17:4;20:10;81:8; 110:5
---	--	--	--	--

B

Babbitt (11)
50:22;51:2,5,14,
25;52:11,20;53:3,10,

11,14 back (47) 18:9;19:9;20:5,17; 21:23;24:9;25:17; 30:23;31:11;32:11; 20:35;2,14,25;36:10; 25;37:24;39:5,23; 44:2,11;46:8;48:19; 52:7;55:17,18;56:7; 59:17;60:16;64:14; 15,23;65:2,3,8;66:2; 16;69:3;72:18; 79:16;82:8,19;91:23; 92:21;95:18;100:9; 109:12 balance (2) 49:21,23 Bangladesh (3) 18:4;19:7,21:4 bank (35) 16:24;19:22,23,24; 20:14;21:17;36:8; 63:2;71:7,8,9,19,23; 72:17;97:13;98:9,11; 100:8,22;101:15; 102:17,21,24;103:6; 25;104:10,13;105:5; 8,20,22;106:10; 107:3;110:17;119:6 bankruptcy (30) 24:22;32:24;33:3; 5,6,7,11,19,21,23; 34:3;38:8,23;40:16; 45:7,10,12,18;48:7; 50:12,15,18,19,21; 72:13;73:4,5,13; 75:22,23 bauks (1) 128:12 bauk's (1) 51:22 Bara (3) 34:22;35:7;47:20 Bart (2) 100:20,21 based (1) 27:20 basic (1) 116:20 Basically (1) 13:11 bathroom (1) 109:3 battle (1) 56:7 Beardon (7) 100:20,21,23; 101:3,15,18,23 became (3) 59:2,12;75:25 become (2) 59:14;73:10 beginning (4)	24:3;48:22;123:8; 12 behalf (3) 51:15;54:9;121:16 belt (1) 108:8 benefit (2) 70:10;100:15 Bergo (1) 115:22 beside (1) 23:13 Besides (5) 10:14;19:10; 61:15,19;64:9 best (1) 26:12 bet (1) 108:8 BGT (17) 93:23;94:2,4,5,9; 22;95:4,20,24;96:2; 3,22;97:3,4;99:21, 24;100:5 bill (1) 75:7 bills (17) 73:21;74:3,4,4,5,8, 11,21,24,24;75:3,9, 10;77:16,17,20; 80:19 Black (3) 93:2,3,5 board (5) 120:8,13,16,19,21 Bob (3) 47:21;115:22,22 bonding (2) 74:8,11 bonus (1) 64:6 bonuses (1) 111:6 Book (1) 50:4 Books (14) 49:19,25;51:2,6, 13;53:12,18;54:5,10; 55:8;56:16,22,24; 86:24 both (5) 44:11;78:16; 92:23;100:7;127:9 bottom (6) 12:11;68:21; 94:22;97:11,19; 117:25 boxes (1) 52:2 boys (1) 49:6 breached (3) 118:13,14,25	break (1) 109:3 Brian (2) 115:25;116:4 brings (1) 108:18 brought (8) 64:18,19;76:15; 83:8,12;86:13,14,16 building (2) 20:7,21:7 bunch (1) 44:8 buried (1) 20:21 business (11) 17:6;25:9;31:6; 32:9;36:14;41:5; 44:23;45:2;57:14; 127:14;129:7 businesses (1) 16:25 buying (1) 85:10 C California (1) 28:2 call (20) 8:11;20:23;49:10; 53:6;56:23;58:21,24; 62:9;66:4;88:5,15; 93:17;95:22;96:17; 99:17;104:7;105:10; 110:16;117:6;122:3 called (4) 19:16;83:9;93:22; 94:2 Calling (1) 68:13 came (15) 9:9;46:7;53:15,16; 56:8;66:7;73:22; 76:7;86:23;89:6; 101:2;102:7,10; 105:20;106:25 Campbell (18) 34:20,24;40:5,11, 15,15,16,21;42:13, 13,24;43:24;44:3; 47:5,5,20,20;48:11 Campbell's (1) 41:16 can (21) 5:3;17:10;26:5,13; 60:11;68:8;73:16; 77:10,11;83:17;92:8, 22;103:8,9;104:2; 106:13,16;113:12; 129:10,17;130:2 cancelled (4) 20:11,15;21:16;	22:10 cancelling (1) 21:2 Cap (10) 103:2;108:16,23; 109:6,13,14,25; 110:3,14,22 capable (2) 74:17;75:5 Capital (71) 7:12;15:23;24:7; 25:6,10,16;26:10,14, 15,15,20,23,24,25; 27:2,5,6,8,9,21;28:8, 23;29:11,25;30:11, 14,21;31:14,16,18, 19,20,22;32:7;33:16; 34:11,13;35:4,19; 39:10,16;43:24; 45:21;48:2,10,15; 66:12;73:2;78:18,18; 80:12;101:4,15; 102:13,21,21,25; 103:17,25;104:20; 105:13,23;106:7,12, 14;108:14,23; 110:21;121:16; 122:19;123:23 Capital's (1) 102:23 car (1) 85:10 card (2) 25:4;129:8 care (3) 22:24;31:6;74:13 Carolina (11) 32:16;33:2;50:12; 51:21;53:16,22;54:3; 97:13,22;110:23; 112:16 carry (1) 81:10 case (17) 9:2;11:18;12:13, 24;14:25;15:16; 16:12,14;29:19; 50:16;55:9;58:4; 72:19;76:25;80:23; 104:25;126:2 cause (1) 127:23 caused (3) 17:2,5,7 causes (1) 123:2 cease (1) 17:6 ceased (1) 118:22 certain (14) 16:11;30:21;31:6; 36:19;59:20;72:19;	74:4,4;93:13,15; 103:10,11;104:21; 114:25 Certainly (4) 7:19;8:21;54:20; 107:6 certainty (2) 114:9;115:4 certification (1) 3:5 certified (1) 30:22 CFO (4) 22:24;52:16; 55:15;108:19 chance (1) 107:10 change (2) 118:19,21 changed (3) 42:9;43:17;89:13 changing (1) 125:7 characterize (3) 13:15,17,18 characterized (1) 14:10 charges (1) 11:5 chart (3) 112:25;113:7,25 check (2) 63:2;126:12 checking (9) 70:9;102:23; 103:2,17;105:21; 108:14,16;110:20,22 Chief (7) 41:21;47:17; 115:7,11,14;116:14, 17 children (1) 28:25 Chimel (2) 34:23;35:7 Christmas (1) 129:8 Circuit (1) 13:23 Citibank (16) 67:7;69:14;70:14, 17,20;71:7;72:5,9, 17;100:18;103:5; 117:8,24;118:5,7,9 Citizens (2) 97:13;98:8 civil (1) 7:8 claim (8) 71:11;79:4;127:6, 7,8,11,13;128:5 claimant (1) 77:10
--	--	--	---	---

Case 1:09-cv-08473-LAP-FM Document 122-2 Filed 09/07/12 Page 140 of 150

Case 1:09-cv-08473-BSJ-FM Document 103-14 Filed 08/03/12 Page 139 of 149

SUSAN FLANAGAN vs.
VULCAN POWER GROUP, ET AL.FORB F. GRAHAM
July 7, 2011

claimants (1) 77:6	5:2;22:18;23:25	cost (1) 127:13	54:19;73:15;75:19;	8:13
claims (10) 58:12;84:2,3,8,10; 122:25;123:25; 126:5,7,24	computer (4) 53:19;54:9,11; 84:22	counsel (4) 3:3;4:20;92:23; 128:22	76:13;79:18;84:13; 109:12,16;117:14; 123:9	defendant's (1) 123:10
clarify (1) 70:4	concentrate (1) 125:6	counselor (1) 34:3	dated (15) 4:20;8:11;12:5; 58:12;67:19;78:7; 80:10;82:23;87:23; 94:20;96:20;101:9; 117:18,24;121:8	defense (5) 4:20;86:22,23; 87:24;88:8
clear (7) 68:23,25;79:24; 80:2;93:9;102:2; 118:24	concerned (1) 128:22	counter (1) 58:12	David (1) 120:23	define (2) 28:9;59:24
client (9) 29:23;59:8; 103:11;123:24; 126:2,16,23,25; 127:9	condition (1) 122:14	countered (1) 84:4	Davis (25) 33:17,18;34:6,15, 23;35:6;40:6;42:14, 23;47:4,19;110:12, 13;111:11;112:6; 117:10;118:9,13; 119:10,12;120:4,6; 121:16,20,24	defined (1) 11:7
clients (1) 31:9	conditioning (1) 85:12	couple (2) 15:18;59:5	day (9) 54:23,24,25;55:3; 57:14,14;59:16,24; 130:13	definite (1) 45:17
coast (2) 27:23;31:24	conditions (1) 112:14	course (5) 49:3;55:18;65:21; 95:14;121:13	deal (9) 56:6;66:25;67:22; 68:10;95:25;96:3,7; 99:24;100:3	definition (1) 44:25
collect (1) 55:16	confirm (9) 33:12;35:14;36:4, 10;42:6;52:23;65:9; 72:18;101:19	Court (9) 3:15;7:8;12:7; 15:2;50:13,15,18; 56:7;89:22	deals (3) 31:9,9,11	definitions (1) 13:4
collecting (1) 72:25	confusing (1) 93:2	courthouse (1) 8:21	debit (2) 103:16;108:13	definitiveness (1) 35:15
coming (3) 71:16;118:23; 124:5	consideration (1) 122:16	covered (2) 89:11;124:14	debited (8) 102:17,19,23; 103:2;105:21,24; 106:6,10	deliberately (1) 37:18
common (1) 123:4	contained (1) 122:17	covering (1) 63:17	debt (8) 28:17;31:13;36:5; 42:25;43:16;48:3; 64:22;104:19	deliver (1) 85:4
communication (1) 126:11	contract (29) 17:18,24;18:3,7; 19:19;20:2,3,4,10, 25;21:3,11,12,20; 67:2;81:23,25;82:4, 5,7;85:3;86:19,22, 25;87:24;89:13; 94:8;97:4;99:7	covers (2) 113:23,25	debtor (1) 43:25	delivered (6) 56:2,3,6;83:20,23; 113:20
Comp (2) 74:18,19	contracts (8) 17:2,3,14,17;18:2, 5,18;19:5	create (1) 28:5	debts (2) 65:6,8	Delta (5) 61:8,9,13,15; 111:21
companies (25) 15:19;16:15,22; 17:5,7,16;25:3,20,22, 23;27:16;32:2,14,15; 36:19;38:15;48:12; 79:21;105:5;120:9, 14,19,21;124:3; 128:11	contractual (2) 81:4;123:4	credit (1) 74:14	decade (1) 39:24	demand (2) 54:12;55:9
companies' (2) 17:8;19:24	contractually (1) 84:7	crime (1) 10:7	December (4) 87:5,24;92:13,13	demands (1) 122:25
company (28) 15:25;16:3;27:20, 25,25;31:21;36:15, 16;42:2;44:22; 45:10;48:2;76:2,9, 21;77:3,14,17,19; 78:8;79:7;80:21; 83:9,10;93:22,25; 118:16;120:11	control (1) 112:13	Current (3) 42:20;43:3;86:17	decide (1) 107:18	Denver (1) 43:20
company's (1) 107:20	copies (6) 52:6;53:12;56:16; 91:21,23;93:11	currently (16) 24:10;34:17,18; 35:8,10,11,12,13,21, 22;36:11;40:13; 44:20,24;45:22; 46:18	decided (4) 6:10;86:16; 107:11;127:23	Department (3) 86:22,23;88:9
competitor (1) 111:19	copy (15) 8:3;20:24;56:10; 71:7;76:16;95:13,15; 99:15,18;104:4,8; 118:4,4,6;121:21	customer (1) 96:22	Decision (5) 6:25;7:6;118:22; 120:7,9	depend (1) 45:17
complainant (2) 78:7;86:4	corner (1) 63:19	CVU (1) 88:19	declined (1) 86:8	depends (2) 74:3;120:11
complaint (6) 58:12;76:17; 77:25;80:5,10;85:22	Corp (6) 26:16,25;27:6; 28:8,23;29:11	D	deducted (1) 111:5	depose (1) 129:24
complete (3)	corporate (1) 65:3		defendant (1)	deposit (1) 108:23
	corporation (13) 24:8;25:6,10,16, 17;26:24;27:12;30:2, 11,14,22;31:14; 32:10	D/B/A (1) 74:20		deposited (5) 102:20;105:22; 106:7,11;108:15
	correctly (1) 97:8	damaged (1) 129:6		deposition (9) 3:5,12;4:12;10:7; 32:5;44:7;76:6; 129:16,19
		damages (3) 10:25;11:3,8		depositions (5) 26:19;32:22; 39:12;59:22,23
		Dan (5) 40:9;42:15;47:5, 22;92:20		deposits (1) 71:17
		Daniel (1) 15:13		describe (1) 113:12
		date (17) 15:2;18:25;20:16; 21:15;42:19;46:4,10;		describing (1) 97:3
				description (1) 97:2
				detailed (1)

95:12	District (1)	111:18,20	enough (7)	5:14
detailing (1)	12:7	East (3)	5:10,11;46:11;	example (5)
4:21	document (43)	5:22;6:2,7	57:2,3;117:7;120:25	12:11;13:6;27:18;
determination (5)	7:15,17,18;12:8,9;	economic (1)	Enron (1)	39:21;61:21
88:21;89:6,11;	53:2;58:11,15;60:8;	75:25	75:22	except (1)
120:15,17	70:5;78:10;88:2,3,	Ed (1)	enter (2)	3:8
determine (1)	12:94;20:24,25;	114:21	19:18;122:15	Exchange (1)
6:14	96:11,20,23;98:2;	effect (3)	entered (12)	27:20
developer (1)	109:17;113:8,10,10,	3:14;10:11;86:11	7:7,20;12:6;13:12;	Excuse (6)
94:6	11,13,14,15;116:3,4,	effectively (1)	14:18;18:22;19:21;	40:22;49:24;71:8;
diary (2)	5,12,16,20,23;121:8,	17:4	21:14;22:4,7;75:2,15	78:19;93:24;122:8
57:5,6	12,14,15,25;126:5,8	eight (6)	entities (16)	execution (1)
different (6)	documents (29)	48:25;78:3,6;	16:10;24:10,18,24;	123:10
26:15;27:5;28:19;	4:22,24;21:2;	79:17,17;88:22	25:2,3;31:10;38:16,	Exemplary (1)
56:4;83:4;112:18	37:12;42:6;49:24;	either (8)	24:61;17:78:23;	11:8
differently (1)	51:25;52:4;53:2,9;	13:4;22:23;38:17;	80:17,22,23;83:13;	Exhibit (63)
14:10	56:10,11,12,13;67:9;	79:25;82:6;90:5;	119:21	6:24;7:2,5;8:4,6,
Dinger (8)	77:11;91:24;92:2,4,	100:5;110:2	entitled (4)	10:10;14;11:21,23;
67:20;68:15,25;	9:95;20:23;105:7;	Elam (1)	58:11;80:11;	12:2,4;58:4,6,10;
69:5,13,15;71:25;	113:17;116:25;	114:22	94:20;121:9	62:10;63:10,12,16;
72:7	117:6;118:15;	Electric (1)	entity (13)	67:12,14,18;68:13;
direct (5)	129:11,15	88:24	24:4;26:22;27:13;	70:24;71:2,6;77:24;
37:2,4,7,10;52:19	dollar (1)	Electrical (1)	44:21;45:9;61:4,12,	78:2,6;79:17,17;
directed (1)	10:20	83:9	19:62;20:68;7:79:5;	80:4,6,9;85:20,23;
66:18	dollars (6)	electronic (4)	80:24;83:17	86:3;87:16,18,22;
directly (10)	15:12;16:6;43:14;	52:2,5;56:15,24	equipment (1)	90:19,21,25;94:13,
37:20,23;52:22;	48:16,21;84:9	electronically (2)	111:7	15,19;96:10,12,16;
65:15;68:10;109:10;	done (1)	50:2;53:21	equitable (1)	98:19;100:9;101:8,
110:2;111:11,12;	44:13	else (8)	123:3	10,14;108:13;
112:20	dout' (1)	10:13;29:8,10;	equity (22)	112:24;113:2,6;
director (1)	62:25	39:6;40:10;74:12,15;	28:14;29:16,17,18;	117:19,23;121:3,7;
41:17	doubt (1)	114:20	34:11,13;36:18,21,	124:19;126:21
disagree (1)	89:20	E-mail (9)	22,23,24;37:8,20,23;	Exhibits (2)
16:11	down (4)	101:9,14,18,20;	38:3,6;39:14,15,18,	91:5;92:9
disagreement (1)	57:8;93:2;108:17;	104:18;105:16;	25:46;11,13	exists (1)
83:24	128:21	106:24;118:19;	escape (1)	44:22
disappear (1)	dozen (1)	126:10	42:17	expect (1)
17:3	26:3	employed (3)	Estate (1)	23:24
disappeared (1)	draft (1)	59:2,12,15	26:8	expense (1)
19:5	119:2	employee (7)	even (5)	103:12
disapprove (1)	drive (1)	30:10,13,18;41:2;	77:17,21;83:21;	experts (1)
107:10	52:2	118:15,25;120:4	118:24;124:23	83:22
disapproved (1)	dropped (2)	employees (5)	event (2)	extensively (1)
107:9	86:8,11	85:8;103:13;	63:6;126:15	91:24
disbursing (1)	due (6)	114:5;115:21;116:21	everybody (2)	extent (3)
73:2	15:6;16:9;73:22;	employment (6)	23:10;106:18	53:15,16;55:14
discharge (1)	97:6,6,8	59:18;112:14;	evicted (3)	extinguished (1)
122:21	duly (1)	118:14,14,25;119:18	6:2,6,8	33:21
disclosed (1)	5:13	encompasses (1)	evidence (1)	
88:18	during (3)	125:4	13:21	F
discovery (7)	53:19;69:16;	end (2)	exact (20)	
41:5;54:11,18;	129:16	24:2;129:19	11:6;18:24;20:16;	facility (3)
55:9,12,13,14	Dynamics (2)	ending (1)	21:15;23:14;39:20;	20:8,9;21:22
discussed (4)	19:17;20:25	98:8	46:4,9;55:21,22;	fact (2)
71:13;111:9,10,11		ends (1)	59:16,21,24;65:10;	35:2;101:20
discussion (2)	E	97:20	73:15;82:20;95:7,10;	facts (1)
76:6;120:22		Energy (7)	102:15;117:14	14:22
discussions (1)	earlier (6)	24:8;26:6,8,9;	exactly (7)	failing (1)
6:9	9:5;25:5,12;79:22;	36:16;39:2,3	6:14;9:7;11:6;	10:6
dispute (1)	119:3;124:16	engaging (1)	39:22;65:4,9;105:4	Fair (23)
81:4	early (3)	32:23	EXAMINATION (2)	5:10,11;14:6;27:3;
distress (1)	83:2;114:14,18	EnGenerations (1)	4:2;5:16	31:25;46:11;56:25;
75:25	earned (2)	48:13	examined (1)	57:3;73:7;76:19;

78:13;80:16;81:12; 15:83;25;89:12;95:3; 25;103:24;114:6,17; 117:7;120:25	9:13;55:23,25; 56:15;20;60:20;81:9; 95:18;104:23;108:9	4:18 forgot (1) 108:20	funded (2) 74:17;104:15	36:1;37:1;38:1;39:1; 40:1,5,14,21;41:1; 42:1,14,23;43:1,4; 44:1;45:1;46:1;47:1; 4,12;48:1;49:1;50:1; 51:1;52:1;53:1;54:1; 55:1;56:1;57:1;58:1; 59:1;60:1,21;61:1; 62:1;63:1;64:1;65:1; 66:1;67:1;68:1;69:1; 70:1;71:1;72:1;73:1; 74:1;75:1;76:1;77:1; 78:1;79:1;80:1,13; 81:1;82:1;83:1;84:1; 85:1;86:1;87:1;88:1; 89:1;90:1;91:1;92:1; 93:1;94:1;95:1;96:1; 97:1;98:1;99:1; 100:1;101:1;102:1; 103:1;104:1;105:1; 106:1;107:1;108:1; 109:1;110:1; 111:1;112:1;113:1; 114:1;115:1;116:1; 117:1;118:1;119:1,9; 120:1;121:1;122:1; 123:1;124:1;125:1; 126:1,9;127:1;128:1; 129:1;130:1,10
fairly (1) 72:19	findings (1) 16:12	form (7) 3:8;51:24;56:25; 90:20,24;95:2;129:4	funding (2) 76:4;101:25	100:1;101:1;102:1; 103:1;104:1;105:1; 106:1;107:1;108:1; 109:1;110:1; 111:1;112:1;113:1; 114:1;115:1;116:1; 117:1;118:1;119:1,9; 120:1;121:1;122:1; 123:1;124:1;125:1; 126:1,9;127:1;128:1; 129:1;130:1,10
fall (1) 24:3	fine (3) 32:4;60:4;130:4	formation (1) 19:13	fun (1) 38:18	Gramm (1) 4:6
false (3) 12:12,12,24	finish (4) 9:12;16:19;51:11; 124:20	former (1) 5:22	fungible (1) 103:8	grand (2) 94:21;97:12
falsity (2) 12:14;13:2	fire (1) 111:24	Forrey (16) 4:19;9:18;10:2,9; 12:21;14:15;51:11; 16:59;25;60:3,14; 70:4;80:3;120:25; 129:12;130:4	furios (1) 107:12	granted (2) 6:18;7:11
family (2) 48:11;110:7	firing (1) 118:21	forth (3) 56:8;66:3;69:3	FURTHER (6) 3:7,11;24:21; 86:17;105:23;125:18	Grantor (1) 29:4
far (6) 5:3;16:12;33:22; 81:6;129:10,17	firm (12) 9:11;17:18,24; 18:8,11;19:6,9,14; 15:21:3;27:22;43:20	forward (1) 86:9	future (1) 13:6	great (3) 56:6;93:16;95:19
fault (2) 16:16,17	firmly (1) 13:20	forwarded (2) 69:18;107:25	G	Greece (4) 17:19,24;19:6,14
favor (4) 6:18,21;7:11,21	first (10) 5:12;9:14;14:23; 42:15;44:6;57:23; 72:11;97:13;98:8; 118:2	found (12) 11:12,15,16;12:10, 19,23;13:5,10,11,19; 14:7;56:19	Garden (3) 23:13,15,17	ground (1) 109:21
February (9) 12:6;63:18,18; 82:24;94:21;98:3,7, 14;99:3	five (9) 6:11;18:14;56:9; 62:10;63:10,12,16; 104:24;124:19	four (13) 47:9;58:4,6,10; 62:10;83:4;108:13; 117:23;122:6,7,9,10, 11	gave (16) 5:19;25:4;49:6; 51:8,19,20,25;52:5, 22;53:11,14;54:21; 62:13;75:13;124:17, 21	Group (89) 17:22,23;24:9; 36:13;37:14,15,20, 22;38:4,11;39:8,9, 16,17;40:2,18;41:3, 6,11;42:18;43:5,16; 45:20;46:5,14;47:25; 48:11,18;49:13; 65:12,15;66:8,11,22; 67:5,20,23;68:2,3,5, 6;69:18,22;70:9,13, 16;71:16,20;72:11, 20,24;82:10;84:20; 85:6;87:2;88:20; 89:5,10;90:6,8;96:5, 7,22;98:15,25;99:3, 4,8,20,22;100:3,5, 13,25;101:2,4;102:1, 10,13,18,20;104:12, 15,19;105:12,15;
federal (1) 123:5	Flanagan (21) 5:6;15:17,22; 18:13;59:12,14; 60:22;61:3;62:16; 64:2,4,10,12;110:25; 112:4,8;116:13; 123:18;125:15; 127:12;129:18	fourth (1) 44:7	GE (1) 21:9	
feel (1) 127:9	Flanagan's (1) 114:3	frame (1) 82:20	General (2) 88:24;121:10	
fertilizer (2) 17:19;20:9	flip (1) 71:14	frankly (1) 127:15	generator (2) 97:5;99:6	
few (5) 26:20;100:24,24; 123:8;129:24	floor (2) 4:8;23:19	fraud (3) 11:12,15;13:2	gets (1) 84:5	
Fifth (2) 13:23;44:7	Florida (3) 27:21;77:18;94:7	friend (3) 40:7,8;108:19	given (13) 7:24;15:9;17:13; 49:3;50:13,16;51:2, 4,5;62:16;91:19,21; 107:9	
file (3) 53:19;89:25;90:8	focus (1) 81:11	friends (2) 91:25;110:11	glad (2) 5:9;76:18	
filed (7) 90:12,14;91:9,14, 16,18;92:24	folks (3) 112:15,16,17	frivolous (3) 128:6,14,15	goal (1) 44:9	
files (2) 56:16;104:5	follows (1) 5:15	front (3) 55:13;76:17; 125:14	Good (6) 5:4;10:4;40:7,8; 55:19;127:23	
filing (2) 3:4;127:5	force (1) 3:13	fulfill (2) 17:8;127:14	government (2) 31:10;86:19	
filings (1) 52:8	Ford (23) 4:6;8:13;29:4; 33:17;34:6,14,19,22; 35:6,11,23;40:5,14, 21;42:14,23;43:4; 44:12;47:4,12;80:13; 126:9;130:10	fulfilled (1) 17:14	grabbed (1) 16:24	
final (2) 69:2;92:23	forever (1) 122:21	fulfills (1) 25:17	Graham (154) 4:1;5:1,5,18;6:1; 7:1,4;8:1,14;9:1; 10:1;11:1;12:1;13:1; 14:1;15:1;16:1;17:1; 18:1;19:1;20:1;21:1; 22:1;23:1;24:1;25:1; 26:1;27:1;28:1;29:1; 4;30:1;31:1;32:1; 33:1,17;34:1,6,14,19, 22;35:1,6,11,23;	
finalized (1) 15:16	forget (1)	fully (1) 74:17		
Finance (2) 37:9;48:2		function (4) 30:19;31:4,5;41:4		
financial (10) 25:18;41:17,21; 43:21;47:17;49:16, 17;53:20;71:11; 73:21		functions (3) 31:7;32:12,13		
financially (1) 129:2				
financials (1) 48:20				
find (10)				

(7) Group's - kind

SUSAN FLANAGAN vs.

VULCAN POWER GROUP, ET AL.

FORD F. GRAHAM

July 7, 2011

knowledge (1) 66:14	118:4,6,8;126:10; 129:12	looked (4) 11:25;86:24,25; 87:3	many (12) 24:10;26:2;28:18; 57:17;69:2,11,16; 72:14,21;86:12; 115:23;119:2	member (1) 120:21
known (3) 8:22;66:21;123:6	letterhead (1) 96:21	looking (6) 24:19;66:13; 91:17;101:17; 102:15;106:13	Marc (11) 9:19;34:23;35:7; 36:3;40:12;42:15; 47:5,20;60:15;92:19; 93:6	members (1) 110:8
knows (2) 9:23;23:11	letters (6) 67:13,18;68:14; 69:2,11;74:14	looks (2) 79:18;118:6	March (2) 96:21;97:8	memory (5) 39:19,24;67:10; 73:16;101:6
L	liabilities (1) 123:2	lost (2) 80:22;86:15	Mark (38) 5:5;6:23;8:3; 11:20;23:2,22,23; 30:2,5,7;34:20; 35:12,12,13,16,17; 40:14,21;42:4;47:14; 16:54;15:58;3;63:9; 67:11;70:23;76:18; 77:23;80:3;85:20; 87:15;90:18;94:12; 96:9;101:7;112:23; 117:16;120:24	mention (1) 4:18
landlord (7) 6:10,19,22;7:12, 21;9:6;14:19	liable (3) 11:12,15,17	lot (2) 30:23;75:24	marked (38) 7:2,5;8:6,10; 11:22;12:4;58:5,10; 63:11,16;64:6,7; 67:13,18;70:25;71:6; 78:2,6;80:5,9;85:23; 87:17,22;90:20,24; 91:5;94:14,19;96:11, 16;101:10,14;113:2, 6;117:18,23;121:3,7	mentioned (3) 26:14;69:23;73:4
large (2) 56:2;108:8	liaison (1) 31:10	lots (1) 14:3	match (1) 92:4	met (1) 29:23
Larry (1) 67:19	lie (1) 13:3	lower (1) 63:19	material (1) 56:3	mezzanine (7) 28:18;31:13;36:5; 42:25;43:16,25;48:3
Laser (6) 37:2,3,8,14,21; 47:25	lied (1) 12:19	LP (1) 27:22	Materials (2) 27:19;77:18	Michael (1) 15:13
last (6) 32:4;39:18,24; 56:4;83:16;128:19	Line (6) 37:2,3,8,14,21; 47:25	luck (1) 14:4	may (20) 3:12;21:24;24:8; 36:8;37:2,7,7,9; 54:19;65:16;66:11; 70:4;92:20;93:14; 117:9,11,24;118:5,7; 120:3	middle (1) 63:23
late (3) 82:18,21;114:18	list (5) 47:10;57:9;75:14; 115:20;129:8	M	maybe (5) 26:3;37:3;43:25; 48:13;82:20	Mike (7) 40:8;42:14,15; 47:6,21,21;114:12
later (1) 100:24	listed (11) 38:15;47:16,17; 71:22;110:19;114:2, 4;115:7,24;116:22; 126:8	machine (1) 4:15	market (1) 111:19	million (5) 10:20;15:12;16:6; 43:13;48:21
law (4) 9:11;13:24;123:4, 5	listening (1) 37:17	machines (1) 85:9	marketing (6) 115:7,11,15,23; 116:14,17	mine (1) 21:22
lawsuit (16) 65:4,11;76:8,11; 78:8;79:6,14;80:10; 83:8;86:4,11,15,17; 127:5;128:25;129:3	litigation (2) 18:13;91:25	Madison (3) 23:12,14,17	match (1) 92:4	Ministry (1) 82:4
lawsuits (3) 86:12,15;129:6	live (1) 129:21	mailing (2) 24:13,15	material (1) 56:3	minutes (3) 4:14;26:21;124:15
lawyer (1) 45:8	LLC (20) 26:23,24;27:2,5,8; 31:20,23;36:14; 39:10;70:9,10;78:10; 86:6;91:7;94:23; 101:4;102:13; 105:13;106:7;113:7	maintained (3) 53:19,21,22	Materials (2) 27:19;77:18	mischaracterizing (1) 75:8
lawyers (2) 9:10;15:8	loan (3) 100:21;106:12; 107:5	major (1) 38:6	may (20) 3:12;21:24;24:8; 36:8;37:2,7,7,9; 54:19;65:16;66:11; 70:4;92:20;93:14; 117:9,11,24;118:5,7; 120:3	mischief (1) 16:25
learning (1) 34:5	local (1) 123:5	managed (1) 79:3	may (20) 3:12;21:24;24:8; 36:8;37:2,7,7,9; 54:19;65:16;66:11; 70:4;92:20;93:14; 117:9,11,24;118:5,7; 120:3	misrepresenting (1) 70:7
lease (3) 6:11;37:9;48:2	locked (1) 106:18	Management (19) 7:12;15:23;27:10; 31:17,19,20,20,23; 32:7;33:16;34:12,14; 35:5,20;78:18;80:12; 121:17;122:19; 123:23	match (1) 92:4	miss (1) 105:25
Leasing (2) 37:3,21	long (5) 16:13,13;20:13; 57:16;95:15	manager (4) 28:15;29:24,25; 34:16	material (1) 56:3	misspoke (2) 106:2,3
least (3) 32:21;39:12;77:6	longer (2) 43:21;95:12	Managers (4) 40:2;46:20,21; 47:3	Materials (2) 27:19;77:18	misstated (2) 11:16;77:6
leave (2) 22:15;123:7	look (31) 19:9;20:5,17; 21:24;24:9;32:20; 35:2,25;36:25;37:11, 24;39:5;42:5;43:10; 44:2,11;46:8;48:19; 59:17;64:23;65:4; 66:17;67:9;77:11; 82:8,19;92:22;104:3; 108:12;109:12;124:8	Managing (2) 25:5;38:18	may (20) 3:12;21:24;24:8; 36:8;37:2,7,7,9; 54:19;65:16;66:11; 70:4;92:20;93:14; 117:9,11,24;118:5,7; 120:3	misstating (1) 74:23
left (3) 6:12;63:19;87:14	look (31) 19:9;20:5,17; 21:24;24:9;32:20; 35:2,25;36:25;37:11, 24;39:5;42:5;43:10; 44:2,11;46:8;48:19; 59:17;64:23;65:4; 66:17;67:9;77:11; 82:8,19;92:22;104:3; 108:12;109:12;124:8	Manar (2) 40:24,25	maybe (5) 26:3;37:3;43:25; 48:13;82:20	Mobil (2) 44:16;76:10
legal (6) 10:10;16:12; 44:25;66:17;77:11; 123:3	longer (2) 43:21;95:12	Manhattan (1) 7:8	mean (7) 17:21;28:18; 31:18;41:25;68:20; 82:14;122:7	mobile (15) 21:8;44:19;63:20; 76:12;77:9,13;78:9, 17;86:5;91:6;92:12; 121:17;122:20; 124:25;125:17
legitimate (1) 92:15	look (31) 19:9;20:5,17; 21:24;24:9;32:20; 35:2,25;36:25;37:11, 24;39:5;42:5;43:10; 44:2,11;46:8;48:19; 59:17;64:23;65:4; 66:17;67:9;77:11; 82:8,19;92:22;104:3; 108:12;109:12;124:8	Mansfield (4) 30:8,12,13;40:22	means (3) 28:12,20;73:7	mobilized (3) 82:12,14,17
letter (24) 4:20;52:25;53:8; 68:17,22,24;69:2,5,7, 9,10,12,16,20,21; 117:8,13,18,24;	look (31) 19:9;20:5,17; 21:24;24:9;32:20; 35:2,25;36:25;37:11, 24;39:5;42:5;43:10; 44:2,11;46:8;48:19; 59:17;64:23;65:4; 66:17;67:9;77:11; 82:8,19;92:22;104:3; 108:12;109:12;124:8	Mansfield's (2) 30:19;41:22	meant (3) 29:10;71:9;90:17	moment (2) 37:11,23
		manual (1) 119:2		monetary (2) 37:11,23
				money (37) 13:13;43:6;62:21, 23;64:15,21;65:2,16;

69:17;71:14,15;72:2; 75:6;76:19;81:3; 84:2,4;99:21;101:2; 102:7,9;103:8,24; 104:13;105:8,16; 106:6;107:13,21; 108:2,9;125:19,21; 126:20;128:7,8,9	National (2) 100:22;102:17 NCPH (3) 33:2;36:23;102:16 nearly (1) 90:7 need (1) 129:22 needed (1) 16:21 negotiating (1) 18:7 neither (4) 14:24;15:8;27:17; 100:4 New (17) 4:9;5:14;8:15; 10:7;25:14;27:19; 50:7;53:15,23,24; 54:3,5,9;55:7;81:19; 112:17 next (3) 63:24;117:17; 129:24 Nine (3) 80:4,6,9 Nobody (1) 84:5 non (1) 76:22 nonpayment (1) 75:18 nor (10) 7:24;8:19,19,20; 14:24,25;15:8;27:17; 100:4;105:19 North (13) 32:16;33:2;43:13; 48:20;50:12;51:20; 53:16,21;54:2;97:13, 22;110:23;112:16 Notary (3) 3:13;5:13;130:17 note (14) 101:25;102:2,24; 103:18,21;104:3,4,8; 105:24;107:14,21; 108:18,19;126:10 notebook (5) 57:8,10,17,20,24 NOTED (1) 130:7 notes (1) 57:25 notice (6) 7:25;15:10;55:3; 109:16;114:21;130:2 November (14) 58:13;73:18;74:2, 22;100:17;102:3,5; 105:9,14;106:8; 107:22;108:24; 109:5;110:13	number (27) 12:17;13:25;29:5; 31:11;39:18,25; 69:14;70:14;71:8; 72:4,8;83:13;86:14; 97:14,19;98:20; 103:3,18,19;104:8; 108:14;110:22,24; 112:21;114:4; 115:19;116:21 O oath (3) 9:16,22,23 obfuscate (1) 37:18 Objection (4) 9:18;10:9;12:21; 51:16 objections (1) 3:8 obligated (1) 84:7 obligation (3) 17:8,9;127:15 obligations (2) 15:15;25:18 occasion (2) 77:7,16 occasions (2) 49:4;91:20 occurred (2) 52:8;77:2 o'clock (1) 4:11 October (9) 54:22;67:4,19; 73:18,25;74:22; 100:16,17;105:9 odd (1) 104:24 Off (24) 15:6;16:19;19:20; 24:12,16;26:12;37:4; 39:7;42:11;47:9; 48:7;56:25;66:15; 102:24;103:2,18,22; 105:24;106:9,12; 107:5,14,21;120:22 office (21) 5:20,22;22:12,16; 25:18;30:23;31:11; 32:11;50:5,7,9,11; 52:3,25;53:13;56:9; 61:5;93:11,14;95:14; 118:23 officer (16) 28:16;30:14,15,17; 40:23;41:2,7,21; 47:17;100:21;115:8, 12,15,23;116:14,17 Officers (6)	30:4;35:4;40:18; 42:7;47:11,23 offices (9) 22:17,21;23:24; 24:6,11;60:24;61:10, 21,25 often (2) 107:16,25 O'Hare (9) 15:13,15;40:9; 42:15;47:6,22;91:25; 92:20;108:20 older (1) 114:25 once (2) 14:12;127:22 One (60) 4:18;6:24;7:2,5; 8:18;10:17;13:4,5; 19:6,6;21:19;22:23; 23:4,5,10,11,11; 28:21,22;29:12; 37:24;38:2;43:24; 48:11,12;54:23; 59:21;64:4,5,6; 69:23;76:2;77:7,16; 82:15,22;83:5;84:18; 85:5;86:7,12;87:8; 94:19;95:7,7,8,9,10, 10,12;96:11,16,20; 107:24;111:12; 113:19;115:3,5; 116:19;125:12 ones (6) 26:4;35:10;38:23, 25;91:14;113:19 only (13) 4:13;10:15;16:22; 29:18;35:10;59:2,12, 15;60:22;61:22; 62:2;63:3;87:3 open (4) 115:16;116:7,9,11 operate (4) 38:13;45:5;61:9; 108:11 operates (1) 45:4 operating (9) 33:6;36:16;38:10, 11,14;45:3,9,12;68:7 operation (1) 44:21 operational (1) 25:19 operations (4) 32:13;38:18; 114:22,23 operator (1) 94:5 oppose (1) 8:22 opposed (1)	26:23 order (8) 68:9;88:17,23; 94:14,20;95:4,23; 129:21 organization (2) 36:25;112:25 organizational (4) 37:12;113:7,15,17 original (6) 16:4;19:3;52:7; 64:19;67:2;75:12 originally (4) 18:17,19;43:19; 64:19 others (7) 19:10,12;26:11; 32:19;34:25;35:3; 115:2 other's (1) 44:12 otherwise (1) 123:6 out (14) 9:13;33:5,6;38:7; 43:22;55:25;58:19; 60:20;61:10;66:25; 75:22;94:6;120:24; 123:8 outstanding (5) 4:25;9:3;75:10; 76:12;129:11 over (13) 4:17;18:14;27:16; 39:18,24;56:4;65:23, 25;76:19;78:14; 80:18;92:8;114:22 overrule (1) 13:23 overseeing (3) 45:7;50:20;72:21 oversees (1) 38:17 owe (6) 8:25;15:13;81:3; 84:11;104:9,12 owed (19) 11:17;16:7;48:14, 17;49:12;64:21; 76:20;84:2,3,8,10; 103:25;104:20; 105:4,5,8;106:14,15, 15 owes (1) 43:5 own (4) 27:18;33:24; 70:19;83:21 owned (8) 27:25;31:23; 37:22;39:9;46:3; 77:19;90:6,7 owner (12)
N				
name (17) 4:4;18:8;19:8,15; 21:19;26:21;27:14, 23;29:3;42:15; 43:20;68:21;70:6; 71:19;114:2,3;115:6 names (7) 18:10;25:24;26:4; 27:17;28:5;42:17; 114:25 Naples (1) 94:6				

28:13,18;29:11; 31:13;33:20,22;36:5; 37:7;42:25;46:6; 48:3;99:5 owners (8) 28:22;33:15;39:8; 43:16;45:15,16,18, 25 ownership (1) 70:19 owns (8) 29:13;37:14,15,20, 23,25;38:4,6 Oxbridge (4) 32:18;33:7,10,13	3:3;6:16;37:25; 38:2;79:4;81:2,5; 112:18;113:18;125:4 partner (6) 25:6;28:17;30:11, 17,17,20 Partners (8) 26:7,8;30:6;32:18, 19;35:19;42:18; 47:24 party (3) 72:25;76:3;124:24 passing (1) 18:14 passwords (1) 118:19 past (2) 32:22;72:12 Patrick (3) 30:8,9,10 Paul (2) 27:22;31:23 pay (19) 16:5,21;62:20,23; 64:10;65:12;73:21; 74:6,7,10,22;75:7,11, 16;84:6;103:12,18; 107:21;111:15 paying (4) 13:13;14:18; 15:12;16:19 paymaster (2) 63:5;72:13 payment (1) 76:22 payments (2) 11:18;64:4 payroll (5) 63:11,17;124:22, 24;125:17 pending (1) 18:4 Penn (7) 22:22,23,23;23:4, 10,11,11 people (4) 77:19;111:24; 112:21;115:20 PEPCO (13) 83:10,16,20,25; 84:3,4,8,10,12,15,21; 85:3;86:4 PEPCO's (2) 85:7,13 per (2) 124:22;126:5 percent (5) 29:14;39:10; 45:20,21;46:6 perform (1) 13:8 performance (1) 13:7	performed (2) 81:17,18 Perhaps (1) 34:4 period (13) 50:7;55:2;56:17; 63:17;69:17;76:14; 78:24;113:22,25; 115:4,5;116:23; 118:23 periods (1) 82:22 perjured (1) 128:20 permanent (2) 22:17,21 person (1) 61:4 personal (2) 109:6;110:14 personally (14) 7:21;34:8,10;43:6; 62:24;64:12,13,16; 65:2;83:14;119:9; 126:9,12;128:13 pertains (1) 64:8 phrased (1) 123:19 piece (4) 124:18,21;125:13, 14 pieces (1) 88:7 Plains (18) 100:22;101:15; 102:17,21,24; 103:25;104:10,13, 15,21;105:4,8,22; 107:11,13,17,17,20 plaintiff (4) 59:2,7;122:17,22 plaintiffs (3) 11:17;12:13;62:14 Plaintiffs (24) 7:2,5;8:6;11:23; 12:4;58:6,10;63:12, 16;67:14;71:2;78:2; 80:6;85:23;87:18; 90:21,25;94:15; 96:12;101:10;113:2; 117:19;121:3;122:15 Plainville (2) 83:9,15 plan (1) 28:3 play (1) 9:22 Plaza (10) 4:8;5:19;22:22,23, 23;23:4,10,11,11; 24:11 Please (16)	4:4;5:8;11:21; 25:13;42:19;55:16; 63:10;70:24;80:4; 87:16;88:13;90:19; 92:10;109:3;124:20; 129:25 plus (1) 84:11 PM (1) 130:7 point (14) 36:4;40:6;43:25; 50:15;59:2,13,13; 62:4;64:18;73:23; 109:13,25;113:16; 115:25 political (1) 75:24 portion (3) 58:25;88:16;119:7 position (7) 59:11,19;60:20,21; 61:3,16;115:8 positions (1) 113:18 possession (6) 6:18,21;7:11; 51:22,23;56:13 possible (1) 130:2 power (101) 17:19,22,23;20:8; 21:8,21;27:24;32:16, 17;33:2;36:13;37:13, 15,20,22;38:4,11; 39:4,8,9,16,17;40:2, 18;41:3,6,11;42:18; 43:5,16;44:17;45:19; 46:5,14;47:25;48:10, 17;49:13;63:20; 65:12,14;66:8,11; 68:3,6;69:18,22; 70:8,12,16;71:20; 72:11,20,24;76:10, 13;77:13;78:9,17; 80:13;84:23;85:5; 86:5;90:6,7,10,16; 91:6;92:12;94:6; 96:5,7;97:21;98:15, 25;99:3,4,8,20; 100:5,18;101:2,4; 102:12,18,20; 104:12,14,19; 105:12,15,21;106:5, 11,15;110:20,23; 121:17;122:20; 124:25;125:17 practice (2) 57:14,24 prefer (1) 126:15 premiums (4) 76:22;78:15,21,25	present (1) 79:3 presented (2) 20:20;91:12 president (6) 41:9,14,19,23; 47:16;114:11 presume (5) 104:2;109:18; 114:8,9;115:3 pretty (2) 33:10,13 prevented (1) 16:20 previous (3) 59:22,23;79:17 Princeton (1) 8:15 principal (8) 16:14;28:10,13,14, 15,15,16,17 principally (1) 17:12 principals (1) 28:7 prior (3) 19:21;77:3;103:4 probably (6) 27:15;45:16; 57:22;58:2;111:13; 127:21 problem (1) 4:15 process (1) 18:6 product (8) 83:20,22;84:5,6, 12,15,17,17 production (12) 20:24;49:10;53:7; 56:23;66:5;93:17; 95:22;99:18;104:8; 105:11;110:17;117:6 Products (1) 83:10 professionally (2) 128:18;129:2 profit (3) 99:23;100:2,5 project (6) 73:3;82:24;83:2,6; 84:16,20 projects (1) 83:4 promise (4) 12:12,25;13:6,8 promised (1) 13:8 promises (1) 12:12 properly (1) 75:16 Prospect (1)
---	--	--	---	---

8:14 proved (1) 89:22 provide (8) 52:3,10,15;88:22; 89:7,17;95:18;105:2 provided (13) 43:11;52:16;53:3, 10;56:14;66:12; 79:20;84:21,22; 89:21;95:17,17; 104:22 provides (1) 26:25 Public (3) 3:13;5:13;130:17 publically (3) 27:19,25;77:19 punitive (2) 10:25;11:4 purchase (7) 68:9;88:17,23; 94:14,20;95:4,22 purport (1) 92:11 purports (6) 101:17,21,22; 113:14;116:16; 125:15 put (4) 29:19;73:13; 84:18;129:7	26:8;107:2;127:23 really (2) 9:7;123:12 reason (5) 16:14;17:12; 89:19;90:4;126:18 reasons (4) 66:17;72:11;76:2; 116:20 recall (33) 6:3,17,20;7:19; 18:23,24;19:20; 21:10,15;22:3,8; 29:22;37:19;62:6; 66:19;68:10;69:6,8, 10,11,12,15,19;76:8; 107:23;111:10,16; 112:5;114:23; 117:12,13,14;126:14 receive (2) 16:9;125:20 received (3) 55:3;95:21;125:19 recent (2) 56:7;129:11 recess (1) 109:4 recognize (1) 9:11 recollection (5) 7:10;18:15;60:10; 91:8;107:19 record (12) 4:5;15:6;24:5; 51:19;52:6;85:20; 86:2;91:15;120:22; 122:14;123:17; 129:18 records (56) 18:10;20:18,19,20, 22;26:13;35:2;46:9; 49:2,4,10,11,14,16, 17,18,20,25;50:5,13, 16;51:2,4,6,13,21,23; 52:9,10,16,16,24; 53:3,8,9,12,20;54:6, 10,16;55:8;56:22,24; 59:18;62:7;64:24; 65:20,22,22,24;66:5, 13;71:11;91:17; 99:16;124:24 recover (1) 125:24 redacted (1) 88:7 redactions (2) 88:8,9 refer (2) 59:7;100:9 referred (1) 98:19 referring (7) 26:22;27:9;31:22;	46:15;50:14;70:13; 119:15 refers (4) 79:18;88:19,25; 89:3 refresh (9) 7:9;39:19,23; 60:10;67:10;73:16; 75:20;91:8;101:6 refusing (1) 14:13 regard (2) 13:16;87:4 regarding (1) 79:23 register (3) 63:11,17;124:22 regulatory (1) 32:12 relate (4) 78:25;81:22,25; 82:25 related (3) 77:22;79:25;82:3 relates (3) 81:16;84:15;99:20 relating (1) 95:23 relatives (1) 110:10 release (4) 121:10;122:21; 123:16;125:4 released (2) 123:24;124:4 relevant (1) 56:17 remaining (1) 97:6 Remarkably (1) 27:15 remember (13) 18:8,10;19:8; 20:16;21:20,25;23:5; 26:5;37:4,25;39:3, 22;75:21 remind (2) 9:16;57:12 remove (2) 117:9;118:9 removing (1) 119:6 rent (1) 9:3 repaid (2) 65:7;107:5 repaired (1) 84:23 repeat (1) 25:14 repeated (1) 125:22 rephrase (3)	5:10;60:17;82:25 report (8) 87:5,8,9,10,17,23; 112:20;115:11 reported (5) 112:15,16,19,21; 116:24 reporter (1) 25:15 reporter's (1) 4:15 reporting (3) 25:19;116:13; 117:2 reports (1) 116:18 represent (1) 5:6 representing (1) 113:20 Republic (1) 43:21 request (9) 54:19,21,25;55:6, 12,13,14;65:10; 126:15 requested (3) 4:22;52:7,8 requesting (1) 69:17 requests (1) 57:9 required (1) 90:8 reserved (1) 3:9 resides (1) 8:14 residual (1) 77:2 Resources (2) 26:7;114:12 respective (2) 3:3;120:8 respects (1) 115:23 responded (1) 12:16 response (3) 54:11;55:6,8 responsible (3) 31:7;128:10,13 rest (1) 97:15 result (2) 11:11;76:21 retaliating (1) 127:4 return (1) 128:12 returns (18) 89:25;90:8,9,10, 11,15;91:6,9,11,12,	20,22;92:11,17,24; 93:12,18;100:7 reverse (1) 85:10 review (2) 18:9;77:10 reviewed (2) 88:11,17 right (23) 7:22;10:12;12:8, 20;13:14;23:13; 28:21;33:19;64:14; 69:24;70:6;76:17; 77:9;92:16;102:8; 107:15;109:24; 114:15;115:7;116:5; 123:13;125:23;128:3 RJP (19) 7:3;8:8;11:24; 58:8;63:14;67:16; 71:4;78:4;80:7; 85:25;87:20;90:23; 91:3;94:17;96:14; 101:12;113:4; 117:21;121:5 Rob (2) 34:23;35:7 Rock (10) 103:2;108:16,24; 109:7,14,14,25; 110:3,14,22 Rockefeller (4) 4:8;5:19;22:12; 24:11 role (2) 31:6;41:6 RQ (12) 20:23;49:9;53:6; 56:21;66:4;93:16; 95:19;99:17;104:7; 105:6;110:16;117:5 rules (1) 109:21 run (1) 85:4 rums (1) 32:11 Ryan (4) 30:8,9,10,25
Q Quick (14) 49:19,25;50:4; 51:2,5,13;53:11,18; 54:5,10;55:8;56:16, 22,24 quite (1) 93:9 quote (1) 55:22				
R range (1) 21:13 rarely (2) 107:9,18 rate (2) 111:14,16 rather (1) 104:24 read (5) 11:6;39:13;97:14; 122:13;123:16 reading (1) 97:7 reads (2) 62:13;65:4 Real (3)				
				S SABRE (4) 79:7;80:11;81:4,9 salary (2) 111:2,4 sale (4) 20:6,7;75:24; 99:11 sales (1) 41:12 same (9) 3:6,13;27:13;44:8,

10:46:3,19;98:7; 124:12	98:20;118:5,7; 126:14	short (1) 55:2	Sixth (2) 23:8,16	4:10:5,5,17;6:23; 8:2;9:15;25;10:4;
satisfaction (1) 122:25	separate (4) 75:24;90:14;	shortened (1) 83:15	slash (3) 27:21;28:17;37:8	11:19;14:3;20:23; 49:9;53:6;56:21;
save (1) 44:11	103:6,6	Shortly (1) 21:17	smelter (1) 21:24	58:3;59:25;60:12,17
saw (2) 56:12;128:20	serendipitously (1) 109:18	show (17) 8:2;13:22;28:4;	smile (1) 17:10	63:9;66:4;67:11;
saying (5) 10:12;45:13;	series (4) 11:18;25:20,21;	49:11,15;53:2,9;	software (3) 85:4,7,13	70:23;77:23;85:19;
81:12;101:22;116:8	32:13	60:9;66:6;68:9;	sold (2) 84:24;85:15	87:15;90:18;92:25;
schedule (1) 48:7	served (4) 7:24;8:20;14:24;	105:7;116:13;117:2;	sole (1) 120:21	93:6,7,16;94:12;
scope (1) 104:19	115:22	125:15,18,19,20	Solochek (8) 34:23;35:7;36:3;	95:19;96:9;99:17;
Scott (11) 34:20,23;40:11,14,	server (5) 53:24;54:2,3,5;	showed (2) 106:23;124:24	stamp (1) 109:17	101:7;104:7;105:6,
21;41:16;42:13;44:2,	56:25	showing (18) 7:4;8:9;12:3;58:9;	stand (1) 128:21	25;106:3;109:2,19;
3;47:4,20	servers (1) 55:7	63:15;67:17;71:5;	stands (1) 122:18	110:16;112:23;
scratch (1) 4:17	serves (1) 30:20	78:5;80:8;86:2;	star (2) 63:24,24	117:5,16;120:23;
sealing (1) 3:4	service (3) 25:17;32:10,12	87:21;91:4;94:18;	start (6) 4:17;40:4;57:23;	129:9;130:5
search (5) 54:4,7,9,15;55:6	services (11) 25:19;26:9;27:2;	96:15;101:13;113:5;	starred (3) 4:11;66:25;104:16	
second (7) 8:24;44:6;58:11;	19:81;17,21;99:13	117:22;121:6	state (5) 4:4;5:13;14:21;	
63:24;72:16;85:22;	set (8) 21:22;103:6;	shown (1) 106:24	stated (2) 14:11;15:20	
86:3	106:20,21;111:14,	shows (12) 63:23,25;71:13,15;	statement (5) 10:10;70:25;71:9,	
secretary (2) 41:24,25	16;112:18;124:12	102:11,15,16,18,22,	23;104:24	
secrets (1) 49:8	settlement (7) 6:13,15;9:6;13:12;	24;103:3;124:21	statements (2) 100:8;110:17	
security (5) 79:10;80:11,19;	121:2,9;126:21	sign (1) 121:24	statutes (1) 13:25	
81:16,21	seven (8) 12:17;13:19;	signals (1) 85:11	statutory (1) 123:5	
seeing (2) 91:18;98:11	24:11;70:24;71:2,6;	signatory (1) 119:7	Stewart (7) 15:13,15;40:8;	
seeking (2) 127:6,8	83:16;100:10	signature (4) 108:9;117:25;	42:14;47:6,22;	
seem (1) 92:25	Seventh (1) 23:16	118:3;121:23	114:12	
seemed (1) 32:5	several (17) 15:6;17:2;18:11,	signed (17) 3:12,14;17:4;79:3;	still (11) 4:24;16:13;33:20,	
seize (3) 19:22;20:14;22:6	12,21;19:2;20:21;	85:3;91:21;92:2,4,	22;44:20,22;64:21;	
seized (3) 21:17;22:5,11	56:4,5;75:14;84:19;	15,17;93:11,17;	84:13;118:24;120:4;	
Seizing (2) 19:23,23	85:4;112:15;118:18	95:11;108:20,21;	124:5	
selling (1) 111:7	shake (1) 17:10	121:15,21	STIPULATED (4) 3:2,7,11;10:5	
send (3) 77:21;117:8;	shall (2) 3:5,9	signer (2) 117:10;118:10	Stock (1) 27:20	
126:10	shape (1) 129:4	similar (6) 27:13,16,23,24;	stop (3) 9:19;24:23;85:9	
sending (10) 69:6,8,10,11,12,	share (1) 24:10	95:8;113:11	Street (6) 5:23;6:2,7,23:7,	
15;101:24;117:13,	shared (1) 91:24	similarly (2) 46:2;127:7	14,61:25	
15;118:8	shares (3) 33:25;37:14,15	simple (2) 60:13,15	structured (2) 107:3,4	
sense (1) 45:2	sharing (1) 24:20	simultaneously (1) 15:7	stuff (1)	
sent (8) 4:19;68:14,17,24;	sheet (1) 114:25	sitting (3) 17:12;23:12;		
	sheets (4) 49:22,22,22,23	127:16		
		six (12) 7:13;67:12,14,18;		
		68:14;83:16;88:24;		
		89:7,13,17,21;		
		121:16		

9:23	Susan (45)	5:14;83:22	9:8	16,22;91:12;99:14;
subject (4)	5:6;15:17,22;16:6,	testimony (2)	towards (1)	102:6,9,12;111:12;
24:21;56:7;75:23;	8,14;18:13,16,19;	50:25;51:3	63:23	116:20;128:15
81:5	59:11,14;60:22;	Texas (9)	traded (3)	type (1)
Subscribed (1)	61:25;62:5,16,21,24;	10:18,19;12:7;	27:19,25;77:19	9:22
130:12	64:2,4,16;65:13,15;	13:24;49:6;92:2;	trail (1)	
Subsequent (1)	66:9;110:25;111:9,	93:3;128:21;129:21	101:24	U
43:23	22;112:3,7,10;114:3;	Therefore (5)	transaction (7)	
subsequently (1)	115:10;116:13,18;	17:5;75:6;115:21;	66:20;72:22;	ultimate (1)
88:23	117:2;123:18;	128:11,12	86:10;95:24;100:7;	99:5
subsidiaries (1)	125:10,15;126:10,	thereof (2)	107:7;108:4	ultimately (5)
38:20	19;127:5,11,13;	12:14;16:23	transactions (3)	63:7;95:8,11;
subsidiary (4)	128:17,20,25	third (8)	30:21;75:2;103:7	128:9,11
36:19;38:15;90:6,	Susan's (3)	19:7;21:19;27:12,	transcript (1)	unable (1)
7	111:14;114:2;	13:61;21:72:20;	11:6	81:9
substantial (2)	115:6	80:24;124:24	transfers (1)	unasserted (1)
10:24;11:2	suspect (3)	thirds (1)	106:20	123:7
substantially (2)	64:25;65:5;81:8	128:15	transmittal (2)	unaware (1)
111:17,20	sworn (5)	though (2)	52:25;53:7	14:20
subsumed (1)	3:14;5:13;9:19,24;	35:14;77:21	travel (2)	under (10)
90:9	130:12	thought (4)	129:22;130:3	9:16,22,23;16:7;
successors (1)	system (5)	9:10;35:9;127:21;	trial (1)	84:19;97:11;115:7;
122:23	17:20;84:22,24;	129:13	3:10	123:5;124:19;126:21
sue (4)	85:4;91:7	thousand (1)	tried (3)	undertake (1)
18:16,16,19;	systems (17)	48:16	16:24;20:13;28:5	72:23
127:23	21:8,9;27:24;	thousands (1)	truck (1)	undertakes (1)
sued (6)	44:17;76:10,13;77:9,	84:9	52:3	30:22
75:17;80:18,21,24;	13:78;10,17;86:5;	Three (24)	true (5)	Unfortunately (1)
127:19,20	92:12;94:6;121:18;	11:21,23;12:2,4,	9:8,9;14:8;125:9,	4:13
suing (17)	122:20;125:2,17	11:19;11;22:14;	13	unhappy (1)
64:13,16;66:8;		26:10,18;34:24;38:7,	trust (5)	107:16
78:14,16,22;83:17,		21:42;16;47:8;49:4;	28:24;29:3,4,13,20	unit (1)
19,23;124:2,4;126:2,		58:22;69:16;71:17;	trustee (6)	85:15
18,19,23;127:22,25		72:10;80:21;103:16;	29:6;33:24;45:6,	units (2)
suit (5)		122:4,8;125:22	18:50;19,23	84:19;85:5
64:18,19;76:15,19;			trustees (1)	unknown (1)
86:10	talk (1)		46:25	123:6
summer (3)	32:2	times (4)	truth (1)	unpaid (5)
24:3;82:18,21	talking (9)	20:21;42:9;69:16;	10:7	78:14,21,24;79:10;
summons (3)	16:22;18:11;	125:22	try (5)	80:19
76:16;77:25;78:6	24:13;32:6;73:24,25;	title (7)	9:21;60:12;81:11;	unsigned (5)
supervise (1)	116:3,5;120:12	41:8,16,18,20,22;	125:6,12	68:22;69:21;
112:9	tax (17)	47:13,15	trying (6)	91:13,23;95:7
supplied (1)	89:25;90:8,9,10,	today (20)	9:22;19:22;28:4;	unsuccessful (1)
92:22	11,14;91:6,9,11,12,	5:2,9:17;14:6;	37:18;60:14,19	83:18
supposed (3)	19,21;92:11,24;	17:13;40:3,19,20;	turbines (6)	up (7)
75:20;111:6;	93:11,18;100:7	45:24;46:22,23;	88:22,24;89:7,14,	13:23;105:18;
115:11	technical (1)	47:11;48:4,5;109:20;	17,21	106:18,20,21;
supposedly (1)	4:14	124:16;128:18;	turned (2)	107:18;123:9
79:20	telephone (1)	129:10,14,16,17	65:23,25	upon (3)
sure (31)	telling (2)	together (2)	twice (1)	12:5;45:17;123:3
12:8;13:15;14:5;	116:7,9	90:15;122:22	125:12	use (6)
19:12;20:19,21;	temporary (1)	told (2)	two (48)	24:25;57:10,13,20;
23:17,23;26:11;28:3;	5:20	9:5;87:13	6:15;7:22;8:4,6,	84:25;85:16
33:10,13;34:24;36:3;	tenant (1)	took (1)	10:10;15:13,4;	used (4)
58:19;60:5;62:7;	24:5	107:13	22:23;23:4,13;26:3,	11:4,10;13:3;25:2
67:10;70:21;73:16;	term (1)	top (14)	11;29:5;32:21;	using (3)
89:23;91:13,20;	11:9	19:20;23:12;	34:24;37:25;38:2,7;	24:23;57:16,24
95:16;98:24;99:16;	terminated (11)	24:12,16;26:12;37:5;	39:12;42:16;49:4;	Utah (1)
103:13,14;104:5,25;	114:14;119:4,5,9,	39:7;42:11;47:9;	55:3;64:3;67:13,18;	21:22
105:3	12,15,15,16,16,23;	48:8;66:15;68:7;	69:16;71:6,15;72:10;	
surprised (3)	120:6	103:22;106:9	77:6;78:22;79:4,20,	V
91:22;92:3;126:17	terms (1)	total (2)	25;80:17,22;82:7,15,	
	127:14	8:24;94:21		
	testified (2)	totally (1)		

valid (4) 89:9,10;105:17; 107:2 VAMPS (1) 122:19 varied (1) 43:17 various (1) 113:18 VCM1 (3) 122:18;123:22; 124:2 verdict (2) 11:22;12:5 Vergo (1) 47:21 vice (4) 41:9,14,23;114:11 Vice-president (3) 41:13,15;115:24 view (2) 59:14;61:2 violation (1) 13:24 vis-a-vis (1) 125:16 VJ (1) 32:18 VP (2) 114:22,23 Vulcan (309) 7:12;15:23;17:21, 22,23,23;24:7,8,18; 25:6,9,16;26:6,6,7,7, 8,9,9,10,10,14,15,15, 23,24,25;27:2,5,6,8, 9,16,18,21,24;28:7, 22;29:11,25;30:11, 14,21,31;14,16,18, 19,20,22;32:7,16,17, 17,24;33:15;34:11, 13;35:4,19;36:13,22; 37:2,3,8,9,13,14,15, 20,21,21,22;38:4,10; 39:2,2,3,4,8,9,10,15, 16,16,17;40:2,18; 41:3,6,11;42:18; 43:5,16,23,23;44:16, 18;45:19,19;46:2,5, 12,13,14,20,21;47:3, 11,24,25;48:2,10,10, 14,17,18;49:12,12; 50:14,20;51:19; 56:16;59:3,12,15; 60:22;61:14,15,19, 22;62:2,13,17;63:3, 8,19,20,25;64:3,21, 22;65:7,12,14,16; 66:8,11,20;67:24; 68:3,6,7,11;69:18, 22;70:2,8,10,12,16, 18;71:20,22;72:11, 13,14,16,20,22,23,	24;73:4,8,10,17,20; 74:5,21;75:17,21; 76:3,7,10,12,21;77:8, 13,18;78:9,16,17,18; 80:12,12;83:12; 84:24;85:6,8,14,15; 86:5;88:18,21;89:7, 16,25;90:5,6,7,9,13, 14,16;91:6,8;92:12; 93:19;94:10,23;95:5; 96:2,4,5,7,21;97:2,5, 21,23;98:15,25;99:3, 4,8,9,19,20,23;100:2, 4,4,15,17;101:2,4,4; 102:12,13,18,20,21, 22,25;103:17,25; 104:9,12,14,15,19, 20,20;105:7,12,13, 15,21,23;106:5,7,10, 12,14,15,16;108:14, 22;110:20,21;111:2, 7,23,24;112:8;113:7, 15;116:22;117:10; 119:19,20,21; 121:16,17;122:18, 20;123:23,23;124:2, 7,23,25;125:9,16,19, 23,25;126:4;128:2,8	weren't (2) 14:8;37:17 west (2) 27:22;31:24 WGI (1) 82:9 whatsoever (1) 123:3 Whenever (1) 54:18 whole (1) 60:23 wholly (1) 90:5 whose (3) 21:19;42:16;97:20 wife (2) 29:6,20 willing (1) 81:10 willingness (1) 122:15 Wine (6) 108:16,24;109:7; 110:3,14,22 wire (9) 67:6;69:13;72:2,8; 97:12;100:23;101:3; 105:12,16 wired (2) 100:13;102:12 wiring (1) 97:11 wish (1) 14:3 withdraw (1) 89:13 within (3) 3:5,12;55:2 without (8) 24:19;26:13; 56:10;98:11;106:13; 107:14,21;108:2 WITNESS (11) 5:11;10:5;11:25; 14:5;57:3;93:4,8,21; 106:2;109:22;117:7 word (4) 11:4;13:2,3;91:16 words (3) 55:21;115:10; 123:8 work (7) 30:24;83:23;84:6, 13,13;85:11,12 worked (15) 60:22;61:3,8,11, 13,13,16,18;83:21; 84:14,19;85:7; 110:25;111:18,23 working (8) 60:23;61:20,22,24, 25;83:2;112:8,13	Workman's (2) 74:18,19 works (3) 33:23;84:5;124:11 world (2) 123:9,13 write (1) 126:12 writing (2) 57:4,8 written (2) 120:4;126:11 wrong (3) 10:12;77:14,16 wrote (2) 62:25;67:4 Y year (7) 6:11;52:13,15; 74:19;111:3,5,15 years (14) 18:11,12,14,21; 19:2;32:22;39:19; 48:25;56:5;57:18; 83:16;92:18;104:24; 119:3 yesterday (1) 105:18 York (14) 4:9,9;5:14;10:8; 27:20;50:7;53:15,23, 24;54:3,5,9;55:7; 112:17
wait (1) 28:4 waive (1) 122:21 waived (3) 3:6;125:23;126:4 Washington (30) 66:21,22;67:5,20, 23;68:2,5,11;71:15; 81:22;82:10;83:5; 84:16,18,20,25;85:6, 16;86:20;87:2; 88:20;89:5,10,12; 100:3,6,13,25;102:7, 10 waste (1) 127:16 wasting (1) 44:12 Water (1) 26:7 way (14) 15:3,20;16:13; 44:10;46:3;55:10; 87:8;106:19,20; 107:4;108:10; 118:17;123:19;129:4 ways (1) 118:18 weeks (6) 7:22;100:24,24; 102:6,9;129:25	W wait (1) 28:4 waive (1) 122:21 waived (3) 3:6;125:23;126:4 Washington (30) 66:21,22;67:5,20, 23;68:2,5,11;71:15; 81:22;82:10;83:5; 84:16,18,20,25;85:6, 16;86:20;87:2; 88:20;89:5,10,12; 100:3,6,13,25;102:7, 10 waste (1) 127:16 wasting (1) 44:12 Water (1) 26:7 way (14) 15:3,20;16:13; 44:10;46:3;55:10; 87:8;106:19,20; 107:4;108:10; 118:17;123:19;129:4 ways (1) 118:18 weeks (6) 7:22;100:24,24; 102:6,9;129:25		